

United States
Circuit Court of Appeals
For the Ninth Circuit.

F. F. DOANE,

Appellant,

vs.

CALIFORNIA LAND COMPANY, a Corporation,
Appellee.

Transcript of Record.

Upon Appeal from the United States District Court for the
Southern District of California, Northern Division.

Filed

SEP 23 1916

F. D. Monckton,
Clerk.

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Circuit Court of Appeals
For the Ninth Circuit.

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Appellee.

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Southern District of California, Northern Division.

INDEX TO THE PRINTED TRANSCRIPT OF RECORD.

[Clerk's Note: When deemed likely to be of an important nature, errors or doubtful matters appearing in the original certified record are printed literally in italic; and, likewise, cancelled matter appearing in the original certified record is printed and cancelled herein accordingly. When possible, an omission from the text is indicated by printing in italic the two words between which the omission seems to occur.]

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Names and Addresses of Attorneys.

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For Appellee:

ALFRED A. FRASER, Esq., Boise City, Idaho,
and

H. G. REDWINE, Esq., Los Angeles, California.

[1*]

*In the United States District Court, in and for the
Southern District of California, Northern Divi-
sion.*

A-51—EQUITY.

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Citation on Appeal.

United States of America.

The President of the United States to California
Land Company, a Corporation of Boise City,
State of Idaho, County of Ada, Greeting:

You are hereby cited and admonished to be and
appear in the United States Circuit Court of Ap-
peals for the Ninth Circuit in the City of San Fran-
cisco, State of California, on the 28th day of July,
1916, pursuant to an appeal duly obtained from a
decree of the District Court of the United States

*Page-number appearing at foot of page of original certified Record.

for the Southern District of California, Northern Division, wherein F. F. Doane, of Los Angeles, County of Los Angeles, State of California, is appellant, and you are appellee, to show cause, if any there be, why the said decree entered against the said appellant should not be corrected and why speedy justice should not be done to the parties in that behalf.

WITNESS the Honorable OSCAR A. TRIPPET, Judge of the District Court of the United States for the Southern District of California, Northern Division, this 28th day of June, 1916.

OSCAR A. TRIPPET,
United States District Judge. [2]

[Endorsed]: No. A-51—Equity. United States District Court, Southern District of California, Northern Division. California Land Co., Plaintiff and Appellee, vs. F. F. Doane, Defendant and Appellant. Citation on Appeal. Filed Jun. 28, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk.

Received copy of within this the 28th day of June, 1916.

ALFRED A. FRASER,
H. G. REDWINE,
Attys. for Plff. [3]

*In the United States District Court, in and for the
Southern District of California, Northern Division.*

No. A-51—EQUITY.

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant. [4]

*In the District Court of the United States, Southern
Division of California, Northern Division.*

CALIFORNIA LAND CO.,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Bill in Equity.

To the Honorable Judges of the District Court of
the United States, in and for the Southern *Division*
of California, Northern Division:

The California Land Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho and a citizen of said State brings this its bill of *complaintant* against F. F. Doane, a citizen of the State of California, and a resident of the city of Los Angeles in the State of California, and in the Southern Division of the District of California. And for its cause of action, plaintiff states:

1.

That the amount in controversy herein exceeds the sum of \$3,000 exclusive of interest and costs.

2.

That the complainant is the owner in fee in the possession and entitled to the possession of the following described lands, to wit:

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (36), in township Twelve (12) South, Range Twelve (12) East, M. D. M.

Also, Section One (1), the North half of the Northeast Quarter, the North half of the Northwest Quarter; the South half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Six (6), the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15), Sixteen (16), [5] and Twenty-two (22); the Southwest Quarter of Section Thirty-three (33), and all of Section Thirty-four (34) in Township Thirteen (13) South, Range Twelve (12) East, M. D. M.

3.

That the defendant, F. F. Doane, claims an estate therein adverse to this complainant. That such claim is wholly unfounded and invalid in law or equity, and that its assertion depreciates the value of its title and property and prevents it from using or selling the property and otherwise harasses it

and annoys it in its possession and ownership. That the claim of said defendant is without any right whatever, and said defendant has no estate, right, title, or interest, whatever, in said lands or premises or any part thereof. That the claim of said defendant operates as, and is, a cloud upon the title of complainant to said land and premises, and causes complainant irreparable injury, and defendant threatens to continue, and does continue, to set up and claim said title to said land and premises adverse to this complainant.

Complainant therefore prays that the defendant may be required to answer but not under oath and to set forth the grounds and nature of his claims and pretensions, and that this court may determine each of them and that it may be adjudged that they are unfounded in law and equity, and that the complainant is the owner of premises and entitled to their possession, and for such other and further relief as may be just and equitable.

ALFRED A. FRASER,

Solicitor for *Complainant*, Residing at Boise City,
Idaho.

H. G. REDWINE,

Solicitor for Complainant, Residing at Los Angeles,
California.

CALIFORNIA LAND COMPANY,

By H. N. COFFIN,

President. [6]

State of Idaho,

County of Ada,—ss.

H. N. Coffin, being first duly sworn, says that he

is the president of California Land Company, the complainant herein; that he has read the foregoing Bill of Complaint and knows the contents thereof, and that he believes the facts therein stated to be true.

(Signed) H. N. COFFIN.

Subscribed and sworn to before me this 15 day of February, 1916.

]Notarial Seal] (Signed) D. T. MILLER,

Notary Public for the State of Idaho. [7]

[Indorsed]: A-51—Eq. In the District Court of the United States, Southern *Division* of California, Northern Division. California Land Co., Plaintiff, vs. F. F. Doane, Defendant. Bill in Equity. Filed Feby. 21, 1916. Wm. M. Van Dyke, Clerk. Chas. N. Williams, Deputy Clerk. [8]

UNITED STATES OF AMERICA.

District Court of the United States, Southern District of California, Northern Division.

IN EQUITY.

Subpoena.

The President of the United States of America,
Greeting: To F. F. Doane:

You are hereby commanded that you be and appear in said District Court of the United States aforesaid, at the courtroom in Fresno, California, on or before the twentieth day, excluding the day of service, after service of this subpoena upon you, to answer a Bill of Complaint exhibited against you in said court by

the California Land Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho and a citizen of said State, and to do and received what the said Court shall have considered in that behalf. And this you are not to omit, under the penalty of Five Thousand Dollars.

WITNESS, the Honorable BENJAMIN F. BLEDSOE, Judge of the District Court of the United States, this 21st day of February, in the year of our Lord one thousand nine hundred and sixteen, and of our Independence the one hundred and fortieth.

WM. M. VAN DYKE,
Clerk.

By Chas. N. Williams,
Deputy Clerk.

[Seal U. S. District Court.]

MEMORANDUM PURSUANT TO RULE 12, OF
RULES OF PRACTICE FOR THE COURTS
OF EQUITY OF THE UNITED STATES,
PROMULGATED BY THE SUPREME
COURT, NOVEMBER 4, 1912.

On or before the twentieth day after service of the subpoena, excluding the day thereof, the defendant is required to file his answer or other defense in the clerk's office; which (except when court is in session) and a Judge present at Fresno) is at Los Angeles. Otherwise the Bill may be taken *pro confesso*.

WM. M. VAN DYKE,
Clerk.

By Chas. N. Williams,
Deputy Clerk. [9]

To the Marshal of the United States for the Southern District of California:

Pursuant to Rule 12, the within subpoena is returnable into the clerk's office twenty days from the issuing thereof.

Subpoena issued February 21st, 1916.

WM. M. VAN DYKE,
Clerk.

By Chas. N. Williams,
Deputy Clerk.

Stamped: Received 3:45 M., Feb. 21, 1916. U. S. Marshal's Office, Los Angeles, Cal. Marshal's Civil Docket No. 2969. [10]

United States Marshal's Office,
Southern District of California,—ss.

I hereby certify, that I received the within writ on the 28th day of February, 1916, and personally served the same on the 28th day of February, 1916, on F. F. Doane, by delivering to and leaving with F. F. Doane said defendant named therein, personally, at the County of Los Angeles, in said district, a copy thereof.

W. T. WALTON,
U. S. Marshal.
By E. L. Smith,
Deputy.

Los Angeles, Feb. 28, 1916. [11]

[Endorsed]: No. A-51—Equity. U. S. District Court, Southern District of California, Northern Division. In Equity. California Land Co. vs. F. F. Doane. Subpoena. Filed Feb. 29, 1916. Wm. M.

Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. Eq. R. B. [12]

*In the District Court of the United States, Southern
Division of California, Northern Division.*

CALIFORNIA LAND CO.,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Amended Bill in Equity.

To the Honorable Judges of the District Court of the United States, in and for the Southern *Division* of California, Northern Division:

The California Land Company, a corporation organized and existing under and by virtue of the laws of the State of Idaho and a citizen of said state brings this its bill of complaint against F. F. Doane, a citizen of the State of California, and a resident of the city of Los Angeles in the *State California*, and in the southern division of the district of California. And for its cause of action, plaintiff states:

1.

That the amount in controversy herein exceeds the sum of \$3,000 exclusive of interest and costs.

2.

That the complainant is the owner in fee in the possession and entitled to the possession of the following described lands, to wit:

Sections Ten (10), Eleven (11), Twelve (12) Thirteen (13), Twenty (20), Twenty-two (22), Twenty-

three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (36), in township Twelve (12) South, Range Twelve (12) East M. D. M. [13]

Also Section One (1), the North half of the Northeast Quarter, the North half of the Northwest Quarter; the South half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Six (6); the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15), Sixteen (16), and Twenty-two (22); the Southwest Quarter of Section Thirty-three (33) and all of Section Thirty-four (34) in Township Thirteen (13) South, Range Twelve (12) East, M. D. M. All in Fresno County, California.

3.

That the defendant, F. F. Doane, claims an estate therein adverse to this complainant. That such claim is wholly unfounded and invalid in law or equity, and that its assertion depreciates the value of its title and property and prevents it from using or selling the property and otherwise harasses and annoys it in its possession and ownership. That the claim of said defendant is without any right whatever, and said defendant has no estate, right, title, or interest whatever, in said lands or premises or any part thereof. That the claim of said defendant operates as, and is, a cloud upon the title of complainant to said land and premises and causes complainant

irreparable injury, and defendant threatens to continue, and does continue, to set up and claim said title to said land and premises adverse to this complainant.

Complainant, therefore, prays that the defendant may be required to answer, but not under oath, and to set forth the grounds and nature of his claims and pretensions, and that this [14] court may determine each of them and that it may be adjudged that they are unfounded in law and equity, and that the complainant is the owner of premises and entitled to their possession, and for such other and further relief as may be just and equitable.

ALFRED A. FRASER,
Solicitor for Complainant, Residing at Boise City,
Idaho.

H. G. REDWINE,
Solicitor for Complainant, Residing at Los Angeles,
Cal.

CALIFORNIA LAND CO.

H. N. COFFIN,
President. [15]

State of Idaho,
County of Ada,—ss.

H. N. Coffin, being first duly sworn, says that he is the president of California Land Company, the complainant herein; that he has read the foregoing Bill of Complaint and knows the contents thereof, and that he believes the facts therein stated to be true.

(Signed) H. N. COFFIN.

Subscribed and sworn to before me this 28 day of February, 1916.

[Notarial Seal] (Signed) D. T. MILLER,
Notary Public for the State of Idaho. [16]

[Indorsed]: A-51—Eq. In the District Court of the United States, Southern *Division* of California, Northern Division. California Land Company, Plaintiff, vs. F. F. Doane, Defendant. Amended Bill in Equity. Filed Mar. 1, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [17]

*In the District Court of the United States, Southern
District of California, Northern Division.*

CALIFORNIA LAND CO.,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Answer to Amended Bill in Equity.

Now comes the defendant F. F. Doane, and now and at all times hereafter saving and reserving unto himself all benefit and advantage of exception which can or may be had or taken to any or all error, uncertainties and other imperfections in said Amended Bill contained, and also objections to the jurisdiction of said court, does hereby answer thereunto or to so much of such parts of said Amended Bill as this defendant is advised it is material or necessary for him to make answer, and for his answer herein.

Admits that the California Land Company is a

corporation organized and existing under and by virtue of the laws of the State of Idaho, and a citizen of said state;

Admits that F. F. Doene is a citizen of the State of California and a resident of the City of Los Angeles, Los Angeles County in State of California, but alleges that he is within the Southern Division of the Southern District of the District Court of the United States for the State of California; [18]

I.

Denies that the complainant is the owner in fee or in the possession or entitled to the possession of the said lands described in complainant's amended bill, but alleges that the said title is held by the Los Angeles Trust and Savings Bank, a corporation, of Los Angeles, California, as security for the payment to H. N. Coffin, F. H. Parsons and John McMillan, as trustee, and the predecessors in interest of the said complainant herein, for the sum of \$379,000 with interest, upon which sum there has been paid the sum of \$169,580 as principal and interest by this defendant, and said property is held for the purposes set forth in that certain instrument in writing bearing date the 14th day of August, 1914, executed by the said Los Angeles Trust and Savings Bank, and the said H. N. Coffin, F. H. Parsons and John McMillan as trustees, and said F. F. Doane, herein, a copy of which agreement is hereto attached marked exhibit "A" and made a part hereof, which said agreement is still in force and effect; that by the terms of said agreement this defendant has an interest in said lands by reason of the payment of the

said sum of \$169,580 as part of the purchase price for said property, and the said plaintiff herein has a lien upon said property for the payment of the balance of the said purchase price.

II.

Admits he claims an estate in said land adverse to complainant; denies said claim is wholly unfounded or invalid in law or equity or law and equity; denies that the defendant's claim depreciates the value of plaintiff's title or property or prevents it from using or selling or using and selling the property or otherwise harasses or annoys it in its possession or ownership, other than the rights to purchase which have heretofore been granted to defendant through and under said [19] agreement marked exhibit "A" hereto attached; denies that said claim is without any right whatever; denies that the defendant has no estate or right or title or interest in said lands or premises or lands and premises, or any part thereof; denies that the said claim of the said defendant operates as or is a cloud upon the title of the complainant to said lands or premises or that it causes complainant irreparable injury or any injury whatever; but alleges that defendant does claim an interest in said property and title as hereinbefore set forth. [20]

Plaintiff for a further defense alleges:

I.

That on the 26th day of November, 1915, the defendant herein commenced an action in the Superior Court of the State of California in and for the County of Fresno, against H. N. Coffin, John McMillan and F. H. Parsons, as trustees, and H. N.

Coffin, John McMillan and F. H. Parsons, and the Los Angeles Trust and Savings Bank, a corporation, as defendants, which said action is now pending..

II.

That the said Los Angeles Trust and Savings Bank, a corporation, one of the defendants in said suit in said State Court, is a corporation organized and existing under the laws of the State of California, with its principal place of business at Los Angeles, California, and said corporation is a citizen of the State of California.

III.

That said cause of action in said state court involves the construction of certain instrument in writing hereto annexed marked exhibit "A," and made a part hereof, and was brought for the purpose of establishing said F. F. Doane's interest and claim in said lands described in plaintiff's amended bill herein.

That the said Los Angeles Trust & Savings Bank have appeared in said action on or about the 23d day of December, 1915.

IV.

That the said H. N. Coffin, F. H. Parsons and John McMillan and their associates in interest knew of said action in said state court aforesaid immediately upon said suit being filed in said court; and on the 29th day of December, 1915, there was filed by said F. F. Doane a *lis pendens* in said action with the [21] County Recorder of Fresno County, California, a copy of which *lis pendens* is hereto attached marked exhibit "B" and made a part hereof.

V.

That on the 30th day of December, 1915, the said H. N. Coffin, F. H. Parsons and John McMillan and their associates in interest in said lands formed the corporation plaintiff herein under the laws of the State of Idaho, a copy of which articles of incorporation is hereto attached marked exhibit "C" and made a part hereof.

VI.

That the said H. N. Coffin, F. H. Parsons and John McMillan immediately filed said Articles of Incorporation with the Secretary of State of Idaho, to wit, on the 8th day of January, 1916, and on the 17th day of February, 1916, filed a certified copy thereof with the Secretary of State of California, and on the 3d day of March, 1916, filed a certified copy thereof with the county clerk of Fresno County, California, and on the 17th day of February, 1916, filed with the Secretary of State of California a designation of the person upon whom service of process may be made in California designating H. G. Redwine of Los Angeles, California, as such person;

VII.

That said corporation plaintiff herein was formed for the purpose of removing the issue involved in said cause of action pending in said Superior Court of Fresno County, California, to the United States District Court, and to have the same issues tried in said District Court relative to the rights of the respective parties in said lands described in the plaintiff's Amended Bill herein. [22]

VIII.

That said corporation plaintiff herein is the agent of the real parties in interest, to wit, H. N. Coffin, F. H. Parsons and John McMillan and their associates in interest in said lands, and that no adequate consideration was given by said corporation for transferring the interests of the said H. N. Coffin, F. H. Parsons and John McMillan and the others to said corporation, or any consideration other than the issuing of its capital stock to the said H. N. Coffin, F. H. Parsons and John McMillan and their associates.

IX.

That such transfer of interests in said land by said H. N. Coffin, F. H. Parsons, John McMillan and others was made for the purpose of transferring the same issues in the said state court then and now pending to the United States District Court;

That the said issues and claims of said F. F. Doane were well known by said H. N. Coffin, F. H. Parsons and John McMillan prior to the formation of said corporation and the claim of said F. F. Doane to his interest in said lands described in said Amended Bill herein were all based upon and grew out of contracts with said H. N. Coffin, F. H. Parsons and John McMillan, which contracts and rights and claims were well known to said H. N. Coffin, F. H. Parsons and John McMillan prior to the formation of said corporation plaintiff herein.

X.

That said corporation plaintiff is owned and con-

trolled by the same parties named as defendants in said action in said state court with the exception of the Los Angeles Trust and Savings Bank, a corporation, which latter corporation was at all times acting as the agent of the parties to this action and the action in said state court. [23]

WHEREFORE, defendant prays that the complainant take nothing, and that the action be dismissed; and

That if it be determined that this court has jurisdiction that it be adjudged that the defendant has an interest in said premises as purchaser and entitled to their possession, and for such other and further relief as may be just and equitable.

G. R. FREEMAN,

Solicitor for Defendant, Residing at Corona, California.

State of California,

County of Los Angeles,—ss.

F. F. Doane, being first duly sworn, deposes and says: That he is the defendant in the above-entitled action; that he has heard read the foregoing answer and knows the contents thereof, and that the same is true of his own knowledge except as to those matters therein stated in information or belief, and as to those matters he believes it to be true.

(Signed) F. F. DOANE.

Subscribed and sworn to before me this 18th day of March, 1916.

[Notarial Seal]

(Signed) MAE L. GORDON,
Notary Public in and for said County and State.
[24]

**Plaintiff's Exhibit "A"—Declaration of Trust
Attached to Amended Bill in Equity.**

DECLARATION OF TRUST.

WHEREAS, heretofore, to wit, on or about the 25th day of February, 1913, there was conveyed to the LOS ANGELES TRUST & SAVINGS BANK, a corporation, the following real property, situate in the County of Fresno, State of California, described as follows:

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35) and Thirty-six (36), in Township Twelve (12) South, Range Twelve (12) East, M. D. M. Also Section One (1), the North half of the Northeast Quarter, the North half of the Northwest quarter; the South half of the Southeast quarter and the Southeast quarter of the Southwest quarter of Section Six (6); the South half of Section Eleven (11); all of Sections Twelve, Fifteen (15), Sixteen (16) and Twenty-two (22); the Southwest quarter of Section Thirty-three (33) and all of Sec-

tion Thirty-four (34) in Township Thirteen (13) South, range Twelve (12), M. D. M.

Excepting therefrom a strip of land Two Hundred (200) feet in width, being One hundred (100) feet on each side of the center line of the Canal known as the San Joaquin and Kings River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across Section Twelve (12) and the North half of Sections [25] Ten (10) and Eleven (11), in Township Twelve (12) South, Range Twelve (12) East, viz.: Beginning at a point on Eastern boundary of the Southeast Quarter of said Section Twelve (12); thence in a Northwesterly direction through said Section to a point on the Western boundary of its Northwest Quarter; thence in a Northwesterly direction through the North half of Section Nine (9), Ten (10) and Eleven (11), to a point in Section Nine (9) near the middle of the North boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, page 164 of Deeds, hereinbefore recited.

SUBJECT TO:

1st. Taxes for fiscal year 1913-1914.

2d. An easement for road purposes over a strip of land sixty (60) feet wide lying equally on each side of the center of the located line of the Fresno Flats and Panoche Road; located on parts of Sections Twenty-five (25), Twenty-six (26), Twenty-seven (27), Thirty-four (34), Thirty-five (35) and Thirty-six (36) in Township Twelve (12) South,

range Twelve (12) East, according to the official survey and map filed with the Board of Supervisors of the County of Fresno, March 1st, 1886; as conveyed by Henry Miller and Charles Lux to the County of Fresno by deed recorded May 5, 1886, in Book 47, page 638 of Deeds, Records of said County of Fresno.

3d. An *eastment* for road purposes over those portions of Sections One (1), Six (6) and Twelve (12), in Township Thirteen (13) South, Range Twelve (12) East, embraced within the lines of the Henry Miller Road," being thirty (30) feet on each side of a line that runs from the Southeast corner [26] corner of said Section One (1) to the Southeast corner of Section Six (6); thence South to the Southeast corner of Section Seven (7), of said Township and Range, and thence West to the Southwest corner of said Section Seven (7) as conveyed, in part, by Henry Miller to the County of Fresno by deed recorded March 30th, 1890, in Book 144, page 141 of Deeds, Records of said County.

4th. An *eastment* for road purposes over those portions of said property embraced within the lines of the "Russell Road," which comprises a strip of land Sixty (60) feet wide, the center line of which begins at the Southeast corner of Section Twenty-five (25), Township Twelve (12) South, Range Twelve (12) East, and runs west to the southwest corner of Section Twenty-seven (27), said Township and Range; and thence North to the Northwest corner of Section Three (3) of said Township and Range, as conveyed in part by Jesse S. Potter, Ex-

ecutor, etc. to the County of Fresno, by deed recorded in Book 219, page 4 of Deeds, Records of said County.

5th. Right of Way through and over the lands owned by Henry Miller and Charles Lux on February 7th, 1872, to wit: Sections Ten (10) to Fifteen (15), inclusive, Twenty-two (22) to Twenty-five inclusive, Thirty-six (36) and the North half of Section Twenty-six (26), Township Twelve (12) South, Range twelve (12) East, and Section One (1) and the North half of Section Twelve (12), Township Thirteen (13) South, Range Twelve (12) East, for any and all canal and canals which were already laid at said date, or shall thereafter be constructed by the San Joaquin and Kings River Canal and Irrigation Company, for irrigation [27] or navigation, and to construct, maintain, keep in repair and operate the same, and for tow-paths and other necessary appurtenances to such canals with the right to pass and repass over and upon adjacent land of said Miller and Lux for such purposes; as conveyed by the said Miller and Lux to said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book "C," page 254, of Covenants, Records of said County of Fresno.

6. Right of way for and right to maintain, over and upon the lands adjacent to the two hundred (200) foot strip of land hereinafter recited, any and all necessary and proper distributing ditches and water courses connecting with and leading from the canal constructed on said two hundred (200) foot strip of land; also the right to pass and repass over

said adjacent lands with men, teams and otherwise, with materials as may be necessary for the repair, maintenance and operation of said canal; as conveyed by Henry Miller et al. to the San Joaquin and Kings River Canal and Irrigation Company, a Corporation, by deed recorded in Book 201, page 164 of Deeds, Records of said County of Fresno.

WHEREAS, the said conveyance to the Los Angeles Trust and Savings Bank is absolute in form and purports to convey to said bank the absolute, legal and equitable title to all of said property, subject to the easements and rights of way hereinbefore mentioned, nevertheless the said deed and grant are intended to convey said property to said bank for the benefit of those certain persons hereinafter named and designated as beneficiaries and whose respective interests are hereinafter set up; and [28]

WHEREAS, said Los Angeles Trust & Savings Bank paid no consideration for said property, and has no interest therein, except as hereinafter stated,

NOW, THEREFORE, this Declaration of Trust

WITNESSETH:

That the said Los Angeles Trust & Savings Bank, hereinafter referred to as Trustee, hereby certifies and declares that it holds and shall hold all the interest acquired in said real property hereinbefore described, under and by virtue of said conveyance in trust upon the following terms and conditions:

First. To secure to H. N. Coffin, John McMillan and F. H. Parsons, Trustees, hereinafter known as "payees," the sum of Three Hundred Seventy-nine

Thousand (\$379,000) Dollars, with interest, which sum shall be payable as follows:

Twenty Thousand (\$20,000) Dollars on or before January 1st, 1913;

Fifty-five Thousand (\$55,000) Dollars on or before March 1st, 1913;

Twenty-five Thousand (\$25,000) Dollars on March 1st, 1914;

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1915;

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1916;

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1917;

—with interest on each installment from March 1st, 1913, until the sum is paid, at the rate of six per cent per annum, payable semi-annually from March 1st, 1913. [29]

Second. After said property is released to F. F. Doane, in accordance with the terms of this Declaration, to sell the same as instructed by the said F. F. Doane, in accordance with the maps of said property attached to Certificate of Title No. 357,692 issued by the Title Insurance & Trust Company of Los Angeles, California, covering the property herein described, it being understood that the said trustee shall issue and execute all contracts of sale and deeds for any part or parcel of said property, that said contracts of sale shall prescribe the amount and time of payment of the purchase price thereunder, and said contracts shall further give the name of the purchaser or purchasers of said property and

shall contain all restrictions and conditions affecting said property contracted to be sold.

Third. The Trustee shall not be called upon to make any improvement on said property, but the improvements thereon shall be paid for by F. F. Doane, who promises and agrees to hold the said Trustee free and harmless from liens, claims, demands, charges and expenses by reason of any improvement or improvements made or contracted to be made by them.

Fourth. The said Trustee shall receive all moneys realized from the sale of said property, and shall distribute the same as follows:

1st. To the payment of itself of its compensation which is hereupon agreed to be one-tenth of one per cent (1%) of the actual sale price on said property, for drawing and execution of this Declaration and the acceptance of this trust: Two (\$2) Dollars for each contract, each deed, or any other instrument in writing executed by the Trustee, and one per cent of all moneys coming into its possession or under its control under the terms of this Declaration of Trust, together with necessary expense incurred in the administration of this trust, including costs of certificates of title, and reasonable compensation of all extraordinary services rendered in the execution of this [30] trust. Provided, however, that the Payees nor their interest or the interest of any person whom they represent in said land shall be liable for any expense costs or fees of the said Trustee. Nor shall said Trustee be entitled to any lien upon said land or any part thereof superior to the lien of

said payees for the balance of the purchase price and interest thereon. But in case said F. F. Doane or his executors, administrators or assigns should make default in the payments upon his part to be made and said Trustee under the terms of this declaration of trust should proceed to foreclose said F. F. Doane or his assigns in the manner herein provided for, then and in that event, said payees agree to pay said trustee in full payment for such services of foreclosure and sale, the sum of not to exceed One Thousand Dollars, and the costs of advertising said lands for sale.

2d. To the payment of taxes on the property not payable by any of the purchasers thereof.

3d. To the payment to the payees the sum of Three Hundred Seventy-nine Thousand (\$379,000) Dollars, with interest, in installments and at the times as hereinabove set forth.

4th. The balance of the moneys remaining on hand shall be held subject to the order of F. F. Doane.

Fifth. The parties to this trust are as follows:

H. N. Coffin, John McMillan and F. H. Parsons, otherwise known as the Payees;

F. F. Doane, otherwise known as the Beneficiary.

Sixth. In the event that the said F. F. Doane shall fail to pay or cause to be paid to the Trustees sufficient moneys in accordance with the terms of this trust, to enable said Trustee [31] to meet the payments due to the payees under this trust at the times and in the amounts hereinbefore set forth, then

on demand of said payees or assigns, and without demand by the said Trustee for the payment of any of said sums, the said Trustee shall sell the above granted property or such parts thereof as it shall deem necessary to sell to accomplish the objects of this trust. Such demand for sale by the payee shall be deemed conclusive notice of an election to declare the whole amount of the principal purchase price and interest immediately payable, to which power of election the said F. F. Doane hereby agrees. Said sales shall be made as follows: The said Trustee shall publish notice of the time and place of such sale, with a description of the property to be sold, at least once a week for four successive weeks in some newspaper published in Los Angeles County, California, and may postpone such sale by public announcement at the time and place of sale so advertised, but such postponement shall not exceed ten days; and on the day of sale so advertised, or on the day to which such sale may be postponed, said Trustee may sell said property or any portion thereof at public auction at any place in Los Angeles, California, to the highest bidder for cash in lawful money, and the payees hereunder may purchase at such sale. Such sale may be made by any officer of the Trustee authorized by it to conduct similar sales. Upon such sale said Trustee shall execute and deliver to the purchaser a deed to the property sold without any covenants, and from the proceeds shall pay:

1st. Expenses of such sale, and the compensation to the Trustee, in accordance with the terms hereinabove set forth;

2d. To the payees hereunder the amount unpaid on the said purchase price, with accrued interest;

3d. The balance of such proceeds to the order of F. F. Doane. [32]

In the event of sale of said property or any part thereof, and execution of a deed therefor under these trusts, then the recitals therein of any default in payments, publication of notice of sale, demand that sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and of any other fact or facts affecting the regularity or validity of such sale, shall be conclusive proof of such matters and of all other facts recited therein against said F. F. Doane and all other persons; and the receipt for the purchase money contained in such deed shall discharge the said purchaser from all obligation to see to the proper application of the purchase money. Every stipulation herein shall inure to the benefit of the successors and assigns of the respective parties hereto.

Seventh. It is further agreed that any of the above described lands in half sections, and not less than one-half section at a time, may be released to F. F. Doane from under the lien of the purchase price due the payees under this trust, upon the payees receiving payment therefor in the sum of Ten Thousand (\$10,000) Dollars for each half section so released, excepting the first half section to be released, the release price on which shall be Ninety-six Hundred (\$9,600) Dollars, and that all moneys received for lands so released shall be applied in payment, so far as the same may be, to the next installment there-

after falling due under the terms of payment hereinabove set forth, provided, however, that this provision as to the release of any of said lands shall not apply nor be in force or effect until after said payments of Twenty Thousand (\$20,000) Dollars and Fifty-five Thousand (\$55,000) Dollars first due hereunder shall have been made. [33]

Eighth. It is further agreed that the personal property now located and now used in connection with the above described property, consisting of horses, wagons and general farming machinery, shall be turned over to the possession of the said beneficiary, at the time said beneficiary shall take possession of said property, to be used by said beneficiary and his assigns during the life of this trust, and in the event that the conditions and provisions of this trust and the purchase price of said property shall be fully met by the beneficiary, then and in that event the title to said personal property shall vest in said beneficiary, but in the event of the default of the payment of the purchase price and sale by Trustee under said default, said personal property shall be subject to the same terms of sale as the real property held hereunder, and in fact shall go with the realty when deeded.

Ninth. The said payees and beneficiary shall jointly and severally indemnify and save harmless the Trustee hereunder from any and all liabilities, claims, demands, injuries or damages which it may suffer or sustain by reason of the acceptance of this trust or its position as Trustee hereunder. That said Trustee shall not be called upon to appear in or

defend any suit or suits with reference to said property or growing out of any improvements made thereon, or to take any action as to said property, other than as provided herein, but that the said beneficiary shall appear in and defend any such suit or suits brought with reference to said property or growing out of this trust.

Tenth. The Trustee shall be paid for all extraordinary services rendered in the execution of this trust by the beneficiary, in addition to the compensation hereinbefore provided, and shall have a lien on all of the trust property to secure the same, subject to the lien of the payees, and this trust shall not cease or terminate in any event until all the costs, fees and expenses of said Trustee shall have been fully paid. [34]

Eleventh. It is understood that the said Trustee makes no representation of fact as to the title of the property hereinbefore described, but has the right to assume that the Guaranty Certificate of the Title Insurance & Trust Company No. 357692, correctly shows the record title to said property and the encumbrances thereon; and it shall not be the duty of the said Trustee, but it shall be the duty of the said beneficiary, to pay all taxes, assessments, mortgages, liens and encumbrances now on said property or that may hereafter be assessed or levied thereon by any taxing power or governmental authority, and all mortgages, liens or other encumbrances hereafter placed thereon by the said beneficiary or by any other person at his request.

The conditions and provisions hereof shall inure

to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of all the parties hereto, provided, however, that no assignment of any interest in said property or in said trust or under the terms hereof shall be binding upon the Trustee, or shall be construed as notice to said Trustee, unless such assignment is in writing signed by the person transferring his interest and acknowledged before a notary public, and also accepted in writing by the assignee to whom such assignment is made, and delivered to said Trustee.

IN WITNESS WHEREOF, THE LOS ANGELES TRUST & SAVINGS BANK has caused these presents to be executed in its corporate name by its Vice-President and Assistant Secretary, and its corporate seal to be hereto affixed, this 14th day of August, 1914.

LOS ANGELES TRUST & SAVINGS
BANK.

[Corporate Seal]

By W. R. HERVEY,
Vice-President.

By B. H. GRIGSBY,
Assistant Secretary. [35]

We, the undersigned, do hereby certify and declare that the above and foregoing Declaration of Trust correctly and accurately states and declares the trusts under and by which the property described in said Declaration of Trust is held by the Los Angeles Trust & Savings Bank, as Trustee, and that the same correctly sets forth and declares our respective interests therein, and we hereby ratify and confirm

the same in all its particulars in accordance with the conditions and stipulations therein expressed.

(Signed) H. N. COFFIN,
F. H. PARSONS,
JOHN McMILLAN,
Trustees.

(Signed) F. F. DOANE. [36]

Plaintiff's Exhibit "B"—Agreement for Additional Time Within Which to Make Payments Attached to Amended Bill in Equity.

In the Superior Court of the State of California, in and for the County of Fresno.

F. F. DOANE,

Plaintiff,

vs.

LOS ANGELES TRUST & SAVINGS BANK, a Corporation, H. N. COFFIN, JOHN McMILLAN and F. H. PARSONS, as Trustees; H. N. COFFIN, JOHN McMILLAN, and F. H. PARSONS et al.,

Defendants.

Notice is hereby given, that an action has been commenced in the Superior Court of the County of Fresno, State of California, by the above-named plaintiff against the above-named defendants, to have the deed executed by H. N. Coffin, McMillan and F. H. Parsons purporting to convey the hereinafter described property to the Los Angeles Trust & Savings Bank, declared a mortgage.

The premises affected by this suit are situated in

the County of Fresno, State of California, and particularly described as follows:

Sections 10, 11, 12, 13, 20, 22, 23, 24, 25, 26, 27 and the north half of section 28, all of sections 34, 35, and 36 in Township 12 south, range 12 east, M. D. M.

Also, section 1, north half of northeast quarter; north half of the northwest quarter; south half of the southeast quarter, and southeast quarter of southwest quarter, of section 6; the south half of section 11; all of sections 12, 15, 16 and 22, the southwest quarter of section 33; all of section 34; in township 13 south, range 12 east, M. D. M. [37]

Excepting therefrom a strip of land 200 feet in width as finally located through and across section 12, and north half of sections 10 and 11, in township 12 south, range 12 east, as conveyed to the San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, page 164 of Deeds, Fresno County, Calif.

Dated this 23 day of December, 1915.

G. R. FREEMAN,
Attorney for Plaintiff.

Filed for record at the request of G. R. Freeman, Dec. 29, A. D. 1915, at 25 min. past 10 o'clock A. M., and recorded in *Vol. 10.*) of *Lis Pendens*, pg. 382, Fresno County Records. F. N. Barstow, County Recorder. By R. A. Fleshner, Deputy Recorder. 4/100. [38]

**Plaintiff's Exhibit "C"—Trustee's Deed Attached to
Amended Bill in Equity.**

FRANK C. JORDAN,

Secretary of State.

FRANK H. CORY,

Deputy.

STATE OF CALIFORNIA.

DEPARTMENT OF STATE.

I, Frank C. Jordan, Secretary of State of the State of California, do hereby certify that I have carefully compared the annexed copy of Articles of Incorporation of California Land Company with the certified copy of the original now on file in my office, and that the same is a correct transcript therefrom, and of the whole thereof. I further certify that this authentication is in due form and by the proper officer.

IN WITNESS WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of California to be affixed hereto this 18th day of February, A. D. 1916.

[Great Seal of the State of California.] [39]

FRANK C. JORDAN,

Secretary of State.

By Frank H. Cory,

Deputy.

CERTIFICATE OF CERTIFIED COPY.

STATE OF IDAHO.

DEPARTMENT OF STATE.

I, George R. Barker, Secretary of State of the State of Idaho, do hereby certify that the annexed is a

full, true and complete transcript of a certified copy of Articles of Incorporation of the California Land Company which was filed in this office on the eighth day of January, A. D. 1916, and admitted to record.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the Great Seal of the State. Done at Boise City the Capital of Idaho, this seventh day of February, in the year of our Lord one thousand nine hundred and sixteen and of the Independence of the United States of America, the one hundred and fortieth.

[Seal]

GEORGE R. BARKER,
Secretary of State.

(10¢ U. S. I. R. Stamp. Cancelled.) [40]

ARTICLES OF INCORPORATION.
of the

CALIFORNIA LAND COMPANY.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, have this day voluntarily associated ourselves for the purpose of forming a corporation under the laws of the State of Idaho, AND WE CERTIFY:

First. That the name of said corporation is CALIFORNIA LAND COMPANY.

Second. That the purposes for which it is formed are: To acquire by purchase, lease, own, hold, sell, mortgage, or encumber both improved and unimproved real estate wherever situated; to survey, subdivide, plat and improve the same for the purposes of sale or otherwise; to construct and erect houses or other buildings thereon and operate the same; to prospect for and develop artesian wells on the prop-

erty of the corporation for the purpose of irrigation, power and domestic use; to acquire by purchase, lease, location or otherwise, water and water rights for irrigation of the lands of the corporation; to farm, graze or cultivate said lands or any of them; to issue bonds, stock, promissory notes and other evidences of indebtedness, and to secure the same by mortgage, deed of trust, or in any other manner authorized by the Board of Directors of said corporation; and to do all other things necessary to carry out the object and purposes of the corporation.

Third. The place where the principal business of the corporation is to be transacted shall be at Boise City in the County of Ada, State of Idaho.

Fourth. That the term for which it is to exist is fifty years from and after the date of its incorporation. [41]

Fifth. That the number of its directors shall be five.

Sixth. That the amount of the capital stock of this corporation shall be One Hundred Thousand Dollars, divided into One Thousand shares of the par value of One Hundred Dollars each.

Seventh. That the amount of said capital stock which has been actually subscribed is Three Hundred Dollars, and the names of the persons by whom the same has been subscribed are:

Name of Subscriber.	No. of Shares.	Amount
H. N. Coffin,	One	100
F. H. Parsons,	One	100
John McMillan,	One	100

IN WITNESS WHEREOF, we have hereunto set

out hands and seals this 30th day of December, 1915.

H. N. COFFIN,

F. H. PARSONS,

JOHN McMILLAN.

State of Idaho,

County of Ada,—ss.

I, Mont. P. Meholin, a Notary Public in and for said county and state, do hereby certify that H. N. Coffin, F. H. Parsons & John McMillan whose named are sibned to the foregoing instrument and who are known to me, have acknowledged before me this day that being informed of the contents of said instrument, they have voluntarily executed the same, severally, on the day the same bears date.

Given under my hand this 30th day of December, 1915.

[Seal]

MONT. P. MEHOLIN,

Notary Public for Idaho, Res. Boise, Ida. [42]

CERTIFICATE.

State of Idaho,

County of Ada,—ss.

I, Stephen Utter, Ex-officio Recorder in and for Ada County, State of Idaho, do hereby certify that the annexed is a full, true and correct copy of certain Articles of Incorporation of California Land Company Numbered 1821 as the same appears in my office.

IN TESTIMONY WHEREOF, I have hereunto

set my hand and affixed my official seal this 8th day of January, 1916.

[Seal]

STEPHEN UTTER,
Ex-officio Recorder.
By Frances Wood,
Deputy.

[Ten Cent Revenue Stamp Attached and Cancelled.]

[Endorsed]: #1821. Articles of Incorporation of California Land Company. [43]

State of Idaho,
County of Ada,—ss.

I hereby certify that this instrument was filed for record at request of A. A. Fraser at 20 minutes past 2 o'clock P. M. this 8th day of Jany. 1916, in my office, and duly recorded in Book — of — page —.

Fees 50¢.

STEPHEN UTTER,
Ex-officio Recorder.
By Frances Wood,
Deputy.

10879.

CERTIFIED COPY OF THE ARTICLES OF INCORPORATION OF CALIFORNIA LAND COMPANY.

DEPARTMENT OF STATE, Secretary's Office.

Filed this 8th day of Jan. 1916, at 2.45 o'clock P. M. and Recorded in Book A-7 of Dom. Corps., on

page 162. Records of the State of Idaho.

[Seal]

GEORGE R. BARKER,

Secretary of State.

By B. E. Hyatt,

Chief Clerk.

[Endorsed]: Filed in the office of the Secretary of State of the State of California, Feb. 17, 1916.

FRANK C. JORDAN,

Secretary of State.

By Frank H. Cory,

Deputy.

[Endorsed]: No. 416-C. Filed in the office of the County Clerk of Fresno County, California, this 3d day of March, 1916. D. M. Barnwell, County Clerk. By E. Dusenberry, Deputy. [44]

State of California,
County of Fresno,—ss.

I, D. M. Barnwell, County Clerk and ex-officio clerk of the Superior Court in and for said Fresno County, do hereby certify the foregoing to be a full, true and correct copy of a Certified Copy of the Articles of Incorporation of the "California Land Company," now on file in my office, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Superior Court, this 7th day of March, 1916.

[Seal] D. M. BARNWELL,
County Clerk and Ex-officio Clerk of the Superior
Court of said County.

By E. Dusenberry,
Deputy Clerk.

[Ten Cent Revenue Stamp Attached and Cancelled.] [45]

[Endorsed]: No. A-51—Equity. United States District Court, State of California, Southern District, Northern Division. California Land Co., Plaintiff, v. F. F. Doane, Defendant. Answer. Service of the Within Admitted this 18th day of March, 1916. H. G. Redwine & Alfred A. Fraser, Attorneys for *Complaints*. Filed March 18, 1916, Wm. M. Van Dyke, Clerk. By R. S. Zimmerman, Deputy Clerk. G. R. Freeman, Attorney at Law, Corona, California, Attorney for Defendant. [46]

*In the District Court of the United States, in and for
the Southern District of California, Northern
Division.*

No. A-51—EQUITY.

CALIFORNIA LAND COMPANY, a Corporation,
Complainant,

vs.

F. F. DOANE,

Defendant.

Record of Enrollment.

On the 21st day of February, 1916, the complainant filed herein its Bill of Complaint, which is hereto annexed;

Thereupon, on said 21st day of February, 1916, a subpoena ad respondendum issued herein, returnable as provided by law, which is hereto annexed;

On the 1st day of March, 1916, the complainant filed herein an Amended Bill of Complaint, which is hereto annexed;

On the 18th day of March, 1916, the defendant filed herein an Answer to the Amended Bill of Complaint, which is hereto annexed;

On the 1st day of May, 1916, this cause came on to be heard in open court upon the pleadings and proofs, and was heard by the Court, on said 1st day of May, 1916, and on the following day, and was, on the 2d day of May, 1916, submitted to the Court for its consideration and decision; and thereafter, on the 15th day of May, 1916, the Court handed down its Opinion, which was filed in open court, and ordered that a Decree be entered herein, and accordingly, on said 15th day of May, 1916, a Decree was signed, filed, entered and recorded herein, and is hereto annexed. [47]

*In the District Court of the United States, Southern
District of California, Northern Division.*

CALIFORNIA LAND CO.,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Decree.

This cause having been regularly called for hearing and tried by the Court, and was heard upon the bill, answer, exhibits, agreements of parties, proof in the case, and arguments of counsel and the Court being fully advised in the premises:

It is now, therefore, hereby ordered, adjudged, and decreed that the plaintiff have judgment, as prayed for in his complaint herein, against the defendants, and each and all of them; that all adverse claims of the defendants, and each of them, and all persons claiming or to claim said premises or any part thereof, through or under said defendants, or either of them, are hereby adjudged and decreed to be invalid and groundless; and that the plaintiff be and he is hereby declared and adjudged to be the true and lawful owner of the land described in the complaint, and hereinafter described, and every part and parcel thereof, and that his title thereto is adjudged to be quieted against all claims, demands, or pretensions of the defendants or either of them, who are hereby perpetually estopped from setting up any claims thereto, or any part thereof. Said premises

are bounded and described as follows, to wit: [48]

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (36), in Township Twelve (12) South, Range Twelve (12) East, M. D. M.

Also Section One (1), the North half of the Northeast Quarter, the North half of the Northwest Quarter; the South half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of Section Six (6); the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15), Sixteen (16), and Twenty-two (22); the Southwest Quarter of Section Thirty-three (33) and all of Section Thirty-four (34) in Township Thirteen (13) South, Range Twelve (12) East, M. D. M. all in Fresno County, California.

And it is hereby further ordered, adjudged, and declared that the plaintiff do have and recover his costs, hereby taxed at ——— dollars, against the defendant.

5/13/16.

(Signed) OSCAR A. TRIPPET,
Judge.

Decree entered and recorded May 15, 1916.

WM. M. VAN DYKE,
Clerk.

By Leslie S. Colyer,
Deputy Clerk. [49]

[Indorsed]: A-51—Eq. In the District Court of the United States, Southern District of California, Northern Division. California Land Co., Plaintiff, vs. F. F. Doane, Defendant. Decree. Filed May 15, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. 2 Eq. H. 370. [50]

Whereupon, said Bill of Complaint, Subpoena ad Respondendum, Amended Bill of Complaint, Answer to the Amended Bill of Complaint, and said Final Decree are hereto annexed; the said Final Decree being duly signed, filed and enrolled pursuant to the practice of said District Court.

Attest, etc.

[U. S. District Court Seal]

WM. M. VAN DYKE,
Clerk.

By Leslie S. Colyer,
Deputy Clerk. [51]

[Indorsed]: No. A-51—Eq. In the District Court of the United States for the Southern District of California, Northern Division. California Land Company, a Corp., vs. F. F. Doane, Defendant. Enrolled Papers. Filed May 18, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. Recorded Eq. Jl. Book No. 2, page 370. [52]

*In the District Court of the United States, Southern
District of California, Northern Division.*

CALIFORNIA LAND CO.,

Complainant,

vs.

F. F. DOANE,

Defendant.

Stipulation as to Facts.

It is hereby stipulated and agreed by and between counsel for the respective parties herein that the facts in regard to the incorporation of the California Land Company, complainant herein, were as follows:

That prior to the said incorporation the lands involved in this action were owned by ten (10) persons, each having an undivided one-tenth interest in said lands. That the question of the organization or an incorporation to take over the title to these lands had been discussed on numerous occasions by the individuals owning the same; that this discussion had taken place first prior to the sale of the lands or the contract for the sale of these lands to the said F. F. Doane, but the incorporation was not consummated until after default had been made by the said F. F. Doane or his successors in the payment for said lands; that after that event, the persons owning said lands made and agreed to incorporate a complainant company for the following reasons:

First. One of the owners of the lands was quite old and feeble, being over the age of 80 years; an-

other member of the Syndicate was intending to leave the United States to be gone for some time, and in case of the death of any of the members the title to this property would have to go through probate proceedings which might interfere with the expeditious sale or disposal of the same; that it was almost impossible to get these ten [53] persons together at any one time to agree upon policy in regard to the handling, sale, or disposition of the lands. A number of the individuals having an interest in the property were indebted in their localities to certain persons or corporations and these persons and corporations were insisting upon security for this indebtedness, and it was considered that the best way to secure these creditors would be the incorporation of said company and the issuance of stock to each of the individuals, which would represent his interest in the property, and that these certificates of stock could be placed up as collateral security.

That it was very difficult to handle the property when in a Syndicate, as it did not have any head to it and they desired to organize so that its business could be transacted through a board of directors and agents could be appointed by the corporation as necessary to transact its business;

That the members comprising this syndicate had different ideas as to the value of these lands and it was very difficult to procure all of them to agree on any particular price for the sale of these lands; that when these meetings were held to discuss the question of the incorporation of this company it was also talked over and suggested at the meetings and sug-

gested to the individuals that in case of their incorporation if it became necessary or desirable they could in that event, having the necessary diversity of citizenship, invoke the jurisdiction of the United States Court in any litigation commenced by them or by any other persons against said corporation. [54]

The above is a statement of the facts in regard to the incorporation of this company, and it is also further admitted that the trustees, H. M. Coffin, John McMillan and F. H. Parsons, trustees mentioned in the trust agreement and in the trustee's deed, have during all the times mentioned in the complaint been citizens and residents of the State of Idaho, and were not citizens or residents of the State of California; that one, R. F. Buller, now deceased, was one of the original owners of this property, having an undivided one-tenth interest therein; that upon his death about one year ago or more he left a will in which he named as the executor of his estate the Los Angeles Trust & Savings Bank, a corporation organized and existing under and by virtue of the laws of the State of California and a resident of the State of California.

It is also stipulated and agreed that the exhibit "A" attached to the answer of the defendant is a true and correct copy of the declaration of trust, and that exhibit "B" attached to said answer is a true and correct copy of the Lis Pendens filed in the State Court in the case of F. F. Doane against the Los Angeles Trust & Savings Bank, F. H. Parsons, et al.; and that exhibit "C" filed with said answer is a true

and correct copy of the Articles of Incorporation of the California Land Company.

It is also stipulated and agreed that the original contract for the sale of this land to F. F. Doane provides among other things, as follows: "It is mutually agreed between said parties that the said party of the second part (F. F. Doane) shall enter into the possession of said premises on the first day of March, [55] 1913, provided that at that time the said payment of \$55,000 shall have been made, and remain in possession of the same so long as he shall fulfill and perform all the agreements hereinbefore mentioned on his part to be performed and fulfilled and no longer."

It is also agreed that the said sum of \$55,000 was paid on or before the first of March, 1913. This contract was afterwards merged into the declaration of trust marked Exhibit "A" and attached to the answer of the defendant.

It is also stipulated and agreed that default was made in the payments called for by the Declaration of Trust, payable March 1st, 1915, in the sum of \$93,000; that after such default a certain contract marked Complainant Exhibit "A" was entered into between the parties under which a payment of the part due at the time of said default was accepted by the beneficiaries named in trust and the time for the payment of the balance was extended as provided for in said contract, and that thereafter the said defendant or his assigns made default and prior to the filing of the complaint herein on October 1st, 1915. That after such last named default the trus-

tees, H. M. Coffin, John McMillan and F. H. Parsons took possession of the property described in the complaint, through W. Scott Anderson, their agent, and one T. C. Stewart; that since that period of time they have been in possession and have executed leases to different persons who now occupy the premises under said leases for farming or grazing purposes. That part of the property mentioned in said Declaration of Trust, to wit: About two sections thereof, was released from the lien of said trust agreement, and that said two sections have been in the possession of the defendant or his successors in interest. [56]

That certain improvements have been placed upon these two sections; that the lands were at the time of the default, wild, uncultivated and unfenced lands, and not in the actual occupancy of any persons and were not occupied by any person or in the possession of any person until said possession was taken over by the Trustees as above set forth and was held by the California Land Company and in its possession as successor in interest of the said Trustees.

The foregoing facts are stipulated between the parties as correct, and may be used the same as if introduced in evidence and considered by the Court.

(Signed) ALFRED A. FRASER,
Atty, for Complainant.

(Signed) G. R. FREEMAN,
Atty. for Defendant. [57]

[Indorsed]: A-51—Eq. U. S. Dist. Court, So. Dist. Cal., No. Div. California Land Company vs. F. F. Doane. Stipulation as to Facts. Filed May 1,

1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [58]

*In the United States District Court, in and for the
Southern District of California, Southern Di-
vision.*

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Conclusions of the Court on Final Hearing.

This is an action to quiet title. The defendant, by his answer, seeks to have a deed in the chain of title declared to be a mortgage. The defendant makes no tender of the amount due on the indebtedness. The plaintiff claims that the deed in controversy is a trust deed. Trust deeds, of course, are valid in this State, and I am of the opinion that this is a trust deed. But whether it is a trust deed or not, it was the duty of the defendant to tender the amount due in order to have a standing in equity. The defendant's attention was called to this at the time of hearing, and he made no attempt to amend his answer. *Hughes vs. Davis*, 40 Cal. 117; *Pico vs. Galliardo*, 52 Cal. 206; *Montgomery vs. Specht*, 55 Cal. 358; *Whitmore vs. San Francisco Savings Union*, 50 Cal. 150, and authorities cited in the briefs.

I have signed a decree quieting the plaintiff's title, and the defendant will have sixty days within which

to take steps to prepare a bill of exceptions or move for a new trial.

(Signed) OSCAR A. TRIPPET,
Judge. [59]

[Indorsed]: A-51—Eq. U. S. District Court, So. Dist. of Cal., No. Div. California Land Company vs. F. F. Doane. Conclusions of the Court on Final Hearing. Filed May 15, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [60]

Plaintiff's Exhibit "A"—Declaration of Trust.

WHEREAS, heretofore, to wit, on or about the 25th day of February, 1913, there was conveyed to the Los Angeles Trust & Savings Bank, a corporation, the following real property, situate in the County of Fresno, State of California, described as follows:

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (36), in Township Twelve (12), South, Range Twelve (12), East M. D. M.

Also Section One (1), the North half of the Northeast Quarter, the North half of the Northwest quarter; the South half of the Southeast Quarter and the Southeast quarter of the Southwest Quarter of Section Six (6); the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15),

Sixteen (16) and Twenty-two (22); the Southwest Quarter of Section Thirty-three (33), and all of Section Thirty-four (34) in Township Thirteen (13) South, Range Twelve (12) East, M. D. M.

EXCEPTING therefrom a strip of land two hundred (200) feet in width, being One Hundred (100) feet on each side of the center line of the canal known as the San Joaquin and Kings River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across Section Twelve (12) [61] and the North half of Sections Ten (10) and Eleven (11), in Township twelve (12) South, Range Twelve (12) East, viz.: Beginning at a point on the Eastern boundary of the Southeast Quarter of said Section Twelve (12); thence in an Northwesterly direction, through said section to a point on the western boundary of its Northwest Quarter; thence in a Northwesterly direction through the North half of Sections Nine (9), Ten (10) and Eleven (11), to a point in Section Nine (9) near the middle of the North boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, Page 164 of Deeds, hereinbefore recited.

SUBJECT TO:

1st. Taxes for fiscal year 1913-1914.

2d. An easement for road purposes over a strip of land sixty (60) feet wide lying equally on each side of the center of the located line of the Fresno Flats and Panoche Road; located on parts of Sec-

tions Twenty-five (25), Twenty-six (26), Twenty-seven (27), Thirty-four (34), Thirty-five (35) and Thirty-six (36), in Township Twelve (12) South, Range Twelve (12) East, according to the official survey and map filed with the Board of Supervisors of the County of Fresno, March 1st, 1886; as conveyed by Henry Miller and Charles Lux to the County of Fresno by deed recorded May 5, 1886, in Book 47, Page 638 of Deeds, Records of said County of Fresno. [62]

3rd. An easement for road purposes over those portions of Sections One (1), Six (6) and Twelve (12), in Township Thirteen (13) South, Range Twelve (12), East, embraced within the lines of the "Henry Miller Road," being thirty (30) feet on each side of a line that runs from the Southeast corner of said Section One (1) to the Southeast corner of said Section Six (6); thence South to the Southeast corner of Section Seven (7), of said Township and Range, and thence West to the southwest corner of said Section Seven (7), as conveyed, in part, by Henry Miller to the County of Fresno by deed recorded March 30th, 1890, in Book 144, Page 141 of Deeds, Records of said county.

4th. An easement for road purposes over those portions of said property embraced within the lines of the "Russell Road," which comprises a strip of land Sixty (60) feet wide, the center line of which begins at the Southeast corner of Section Twenty-five (25), Township Twelve (12) South, Range Twelve (12) East, and runs West to the Southwest corner of Section Twenty-seven (27), said Township

and Range; and thence North to the Northwest corner of Section Three (3) of said Township and Range, as conveyed in part by Jesse S. Potter, Executor, etc., to the County of Fresno by deed recorded in Book 219, Page 4 of Deeds, Records of said county.

5th. Right of way through and over the lands owned by Henry Miller and Charles Lux on February 7th, 1872, to wit: Sections Ten (10) to Fifteen (15), inclusive, Twenty-two (22) to Twenty-five (25) inclusive, Thirty-six (36) and the North half of Section Twenty-six (26), Township Twelve (12) South, Range Twelve (12) East, [63] and Section One (1) and the North Half of Section Twelve (12), Township Thirteen (13) South, Range Twelve (12) East, for any and all canal and canals which were already laid at said date, or shall thereafter be constructed by the San Joaquin and Kings River Canal and Irrigation Company, for irrigation or navigation, and to construct, maintain, keep in repair and operate the same, and for tow-paths and other necessary appurtenances to such canals with the right to pass and repass over and upon adjacent land of said Miller and Lux for such purposes; as conveyed by the said Miller and Lux to said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book "C," Page 254, of Covenants, Records of said County of Fresno.

6th. Right of way for and right to maintain, over and upon the lands adjacent to the two hundred (200) foot strip of land hereinafter recited, any and

all necessary and proper distributing ditches and watercourses connecting with and leading from the canal constructed on said two hundred (200) foot strip of land; also the right to pass and repass over said adjacent lands with men, teams, and otherwise, with materials as may be necessary for the repair, maintenance and operation of said canal; as conveyed by Henry Miller, et al., to the San Joaquin and Kings River Canal and Irrigation Company, a corporation, *be* deed recorded in Book 201, Page 164 of Deeds, Records of said County of Fresno. [64]

WHEREAS, the said conveyance to the Los Angeles Trust & Savings Bank is absolute in form and purports to convey to said bank the absolute, legal and equitable title to all of said property, subject to the easements and rights of way hereinbefore mentioned, nevertheless the said deed and grant was intended to convey said property to said bank for the benefit of those certain persons hereinafter named and designated as beneficiaries, and whose respective interests are hereinafter set up; and

WHEREAS, said Los Angeles Trust & Savings Bank paid no consideration for said property, and has no interest therein, except as hereinafter stated,

NOW, THEREFORE, this Declaration of Trust,

WITNESSETH:

That the said Los Angeles Trust & Savings Bank, hereinafter referred to as Trustee, hereby certifies and declares that it holds and shall hold all the interest acquired in said real property hereinbefore described, under and by virtue of said conveyance in trust upon the following terms and conditions:

First. To secure to H. N. COFFIN, JOHN McMILLAN and F. H. PARSONS, Trustees, hereinafter known as "Payees," the sum of Three Hundred Seventy-nine Thousand (\$379,000) Dollars, with interest, which sum shall be payable as follows:

Twenty Thousand (\$20,000) Dollars on or before January 1st, 1913;

Fifty-five Thousand (\$55,000) Dollars on March 1st, 1913;

Twenty-five Thousand (\$25,000) Dollars on March 1st, 1914; [65]

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1915;

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1916;

Ninety-three Thousand (\$93,000) Dollars on March 1st, 1917;

—with interest on each installment from March 1st, 1913, until the sum is paid, at the rate of six per cent. per annum, payable semi-annually from March 1st, 1913.

Second. After said property is released to F. F. Doane, in accordance with the terms of This Declaration, to sell the same as instructed by the said F. F. Doane, in accordance with the maps of said property attached to Certificate of Title No. 357692 issued by the Title Insurance & Trust Company of Los Angeles, California, covering the property herein described, it being understood that the said Trustee shall issue and execute all contracts of sale and deeds for any part or parcel of said property, that said contracts of sale shall prescribe the amount and

time of payment of the purchase price thereunder, and said contracts shall further give the name of the purchaser or purchasers of said property and shall contain all restrictions and conditions affecting said property contracted to be sold.

Third. The Trustee shall not be called upon to make any improvements on said property, but the improvements thereon shall be paid for by F. F. Doane, who promises and agrees to hold the said Trustee free and harmless from all liens, claims, demands, charges and expenses by reason of any improvement or improvements made or contracted to be made by them. [66]

Fourth. The said Trustee shall receive all moneys realized from the sale of said property, and shall distribute the same as follows:

1st. To the payment of itself of its compensation, which is hereupon agreed to be one-tenth of one per cent (1%) of the actual sale price on said property, for the drawing and execution of this Declaration and the acceptance of this Trust; Two (\$2.00) Dollars for each contract, each deed, or any other instrument in writing executed by the Trustee, and one per cent. of all moneys coming into its possession or under its control under the terms of this Declaration of Trust, together with necessary expense incurred in the administration of this trust, including costs of certificates of title, and reasonable compensation of all extraordinary services rendered in the execution of this trust, provided, however, that the payees nor their interest or the interest of any person whom they represent in said land shall

be liable for any expense costs or fees of the said Trustee. Nor shall said Trustee be entitled to any lien upon said land or any part thereof superior to the lien of said payees for the balance of the purchase price and interest thereon. But in case said F. F. Doane or his executors, administrators or assigns, should make default in the payments upon his part to be made and said Trustee under the terms of this declaration of trust should proceed to foreclose said F. F. Doane or his assigns in the manner herein provided for, then and in that event, said payees agree to pay said Trustee in full payment for such services of foreclosure and sale, the sum of not to exceed One Thousand Dollars, and the costs of advertising said lands for sale. [67]

2d. To the payment of taxes on the property not payable by any of the purchasers thereof.

3d. To the payment to the payees the sum of Three Hundred Seventy-nine Thousand (\$379,000) Dollars, with interest, in installments and at the times as hereinabove set forth.

4th. The balance of the moneys remaining on hand shall be held subject to the order of F. F. Doane.

Fifth. The parties to this trust are as follows:

H. N. COFFIN, JOHN McMILLAN and F.
H. PARSONS, otherwise known as the Payees;
F. F. DOANE, otherwise known as the Beneficiary.

Sixth. In the event that the said F. F. Doane shall fail to pay or cause to be paid to the Trustee sufficient moneys in accordance with the terms of this

trust, to enable said Trustee to meet the payments due to the payees under this trust at the times and in the amounts hereinbefore set forth, then on demand of said payees or assigns, and without demand by the said Trustee for the payment of any of said sums, the said Trustee shall sell the above granted property or such parts thereof as it shall deem necessary to sell to accomplish the objects of this trust. Such demand for sale by the payees shall be deemed conclusive notice of an election to declare the whole amount of the principal purchase price and interest immediately payable, to which power of election the said F. F. Doane hereby agrees. Said sales shall be made as follows: The said Trustee shall publish notice of the time and place of such sale, with a description of the property to be sold, at least once a week for four successive weeks in some newspaper published in Los Angeles County, California, and may postpone [68] such sale by public announcement at the time and place of sale so advertised, but such postponement shall not exceed ten days; and on the day of sale so advertised, or on the day to which such sale may be *posponed*, said Trustee may sell said property or any portion thereof at public auction at any place in Los Angeles, California, to the highest bidder for cash in lawful money, and the payees hereunder may purchase at such sale. Such sale may be made by any officer of the Trustee authorized by it to conduct similar sales. Upon such sale said Trustee shall execute and deliver to the purchaser a deed to the property sold without any covenants, and from the proceeds shall pay:

1st. Expenses of such sale, and the compensation to the Trustee, in accordance with the terms hereinabove set forth;

2d. To the payees hereunder the amount unpaid on the said purchase price, with accrued interest;

3d. The balance of such proceeds to the order of F. F. Doane.

In the event of sale of said property or any part thereof, and execution of a deed therefor under these trusts, then the recitals therein of any default in payments, publication of notice of sale, demand that sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and of any other fact or facts affecting the regularity or validity of such sale, shall be conclusive proof of such matters and of all other facts recited therein against said F. F. Doane and all other persons; and the receipt for the purchase money contained in such deed shall discharge the said purchaser from all obligation to see to the proper application of the purchase money. Every stipulation herein shall inure to the benefit of the successors and assigns of the respective parties hereto. [69]

Seventh. It is further agreed that any of the above described lands in half sections, and not less than one-half section at a time, may be released to F. F. Doane from under the lien of the purchase price due the payees under this trust, upon the payees receiving payment therefor in the sum of Ten Thousand (\$10,000) Dollars for each half section so released, excepting the first half section to be released, the release price on which shall be

Ninety-six Hundred (\$9,600) Dollars, and that all moneys received for lands so released shall be applied in payment, so far as the same may be, to the next installment thereafter falling due under the terms of payment hereinabove set forth, provided, however, that this provision as to the release of any of said lands shall not apply nor be in force or effect until after said payments of Twenty Thousand (\$20,000) Dollars and Fifty-five Thousand (\$55,000) Dollars first due hereunder shall have been made.

Eighth. It is further agreed that the personal property now located and now used in connection with the above described property, consisting of horses, wagons and general farming machinery, shall be turned over to the possession of the said beneficiary, at the time said beneficiary shall take possession of said property, to be used by said beneficiary and his assigns during the life of this trust, and in the event that the conditions and provisions of this trust and the purchase price of said property shall be fully met by the beneficiary, then and in that event the title to said personal property shall vest in said beneficiary, but in the event of the default of the payment of the purchase price and sale by Trustee under said default, said personal property shall be subject to the same terms of sale as the real property held hereunder, and in fact shall go with the realty when deeded. [70]

Ninth. The said payees and beneficiary shall jointly and severally indemnify and save harmless the Trustee hereunder from any and all liabilities, claims, demands, injuries or damages which it may

suffer or sustain by reason of the acceptance of this trust or its position as Trustee hereunder. That said Trustee shall not be called upon to appear in or defend any suit or suits with reference to said property or growing out of any improvements made thereon, or to take any action as to said property, other than as provided herein, but that the said beneficiary shall appear in and *defendant* any such suit or suits brought with reference to said property or growing out of this trust.

Tenth. The Trustee shall be paid for all extraordinary services rendered in the execution of this trust by the beneficiary, in addition to the compensation hereinbefore provided, and shall have a lien on all of the trust property to secure the same, subject to the lien of the payees, and this trust shall not cease or terminate in any event until all the costs, fees and expenses of said Trustee shall have been fully paid.

Eleventh. It is understood that the said Trustee makes no representation of fact as to the title of the property hereinbefore described, but has the right to assume that the Guaranty Certificate of the Title Insurance & Trust Company No. 357692, correctly shows the record title to said property and the encumbrances thereon; and it shall not be the duty of the said Trustee, but it shall be the duty of the said beneficiary, to pay all taxes, assessments, mortgages, liens and encumbrances now on said property or that may hereafter be assessed or levied thereon by any taxing power or governmental authority, and all [71] mortgages, liens or other encumbrances here-

after placed thereon by the said beneficiary or by any other person at his request.

The conditions and provisions hereof shall inure to and bind the heirs, legatees, devisees, administrators, executors, successors, and assigns of all the parties hereto. Provided, however, that no assignment of any interest in said property or in said trust or under the terms hereof shall be binding upon the Trustee, or shall be construed as notice to said Trustee, unless such assignment is in writing signed by the person transferring his interest and acknowledged before a notary public, and also accepted in writing by the assignee to whom such assignment is made, and delivered to said Trustee.

IN WITNESS WHEREOF, the LOS ANGELES TRUST & SAVINGS BANK has caused these presents to be executed in its corporate name by its Vice-president and Assistant Secretary, and its corporate seal to be hereto affixed, this 14th day of August, 1914.

[Seal] LOS ANGELES TRUST & SAVINGS
BANK.

By W. R. HERVEY,

Vice-President.

By B. H. GRIGSBY,

Assistant Secretary.

We, the undersigned, do hereby certify and declare that the above and foregoing Declaration of Trust correctly and accurately states and declares the trusts under and by which the property described in said Declaration of Trust is held by the Los Angeles Trust & Savings Bank, as Trustee, and that the

same correctly sets forth and declares our respective interests therein, and we hereby ratify and confirm the same in all its particulars in accordance with the conditions and stipulations therein expressed.

H. N. COFFIN,
F. H. PARSONS,

Trustees.

F. F. DOANE,
JOHN McMILLAN. [72]

[Endorsed]: A-51—Eq. U. S. Dist. Court, So. Dist. Cal., No. Div. California Land Co. vs. F. F. Doane, Pl's Ex. A. Filed, May 1, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [73]

Plaintiff's Exhibit "B"—Agreement for Additional Time Within Which to Make Payment.

WHEREAS, Heretofore, on the 25th day of February, 1913, there was conveyed to the Los Angeles Trust and Savings Bank, a corporation, certain real property situate in Fresno County, State of California, consisting of about fifteen thousand acres of land, and sometimes designated as The Dos Palos Rancho, said property being conveyed to the above-named corporation in trust for the use and benefit of the parties therein mentioned.

AND WHEREAS, Under the terms and conditions of said declaration of trust there became due and payable to the payees mentioned in said declaration of trust, on March first, 1915, the sum of Ninety-three Thousand Dollars, as part payment upon the principal sum mentioned in said declaration of trust,

and the sum of Eight Thousand Three Hundred Seventy Dollars, as interest upon the unpaid principal,

AND WHEREAS, one F. F. Doane mentioned in said declaration of trust as the beneficiary thereof, and the person by whom said payments above mentioned of principal and interest were to be made, has made default in said payments,

NOW THEREFORE, for the consideration hereafter named, It Is Hereby Agreed that if the said F. F. Doane shall pay, or cause to be paid, to the Los Angeles Trust and Savings Bank, for the use and benefit of the payees named in said declaration of trust, the sum of Eight Thousand Three Hundred Seventy Dollars, the amount of said interest due on March first, 1915, and also pay into the Los Angeles Trust and Savings Bank, on or before April 1st, 1915, the further sum of Ten Thousand Dollars, said payment of Ten Thousand Dollars to be applied on the said payment of Ninety-three Thousand Dollars which was due and payable on March first, 1915, then, [74] and in that event, but not otherwise, the said payees mentioned in said declaration of trust, to wit: F. H. Parsons, H. N. Coffin and John Mc-Millan, hereby agree to extend the time for the payment of the balance of said sum of Ninety-three Thousand Dollars falling due March first, 1915, to wit: the sum of Eighty-three Thousand Dollars, to March first, 1916, and the payment of the sum of Ninety-three Thousand Dollars mentioned in said declaration of trust as becoming due and payable on March first, 1916, shall be extended and become due

and payable on March first, 1917; and the sum of Ninety-three Thousand Dollars mentioned in said declaration of trust as becoming due and payable on March first, 1917, is extended to become due and payable on March first, 1918; provided, however, that the above extensions of time on all of said payments are made with the express understanding and agreement that all of said payments so extended shall bear interest at the rate of seven per cent per annum from March first, 1915, said interest to be paid semi-annually, and in the manner and method provided in said declaration of trust.

AND IT IS ALSO EXPRESSLY UNDERSTOOD AND AGREED that each and every of the conditions or agreements mentioned in said declaration of trust shall remain in full force and effect except as the same is expressly changed or modified by this agreement, and that the waiver of the strict compliance of the terms of said declaration of trust in the payment of the said sum of Ninety-three Thousand Dollars, which was due and payable on March first, 1915, shall not be construed to be, nor have the effect of, releasing said F. F. Doane or his assigns from a strict compliance as to the time of or manner of payment of all future installments of either principal or interest. [75]

This agreement is supplemental to that declaration of trust heretofore referred to and inures to the benefit of, and binds, the heirs, administrators, executors, successors and assigns of each and all the parties hereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this —— day of March, 1915.

(Signed) F. H. PARSONS.

(Signed) H. N. COFFIN.

(Signed) JOHN McMILLAN.

The foregoing supplemental declaration of trust is hereby accepted.

LOS ANGELES TRUST AND SAVINGS
BANK.

By W. R. HENRY,
Vice-President.

[Corporate Seal]
J. D. C.

By J. D. CARSON,
Assistant Secretary.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st day of April, 1915.

(Signed) F. F. DOANE,

Beneficiary mentioned in original Declaration of Trust.

State of California,
County of Los Angeles,—ss.

On this 1st day of April, 1915, before me, George C. Cook, a notary public in and for said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Doane, known to me to be the person whose name is subscribed to the within instrument and that he acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

[Notarial Seal.] [76]

(Signed) GEORGE C. COOK,
Notary Public.

[Indorsed]: A-51—Eq. U. S. Dist. Court, So. Dist. Cal., No. Div. California Land Co. vs. F. F. Doane. Pl's Ex. "B." Filed May 1, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [77]

Plaintiff's Exhibit "C"—Trustee's Deed.
LOS ANGELES TRUST & SAVINGS BANK,
Trust Department.
Trust #1781.

TRUSTEE'S DEED.

THIS INDENTURE, made this 23d day of December, 1915, between LOS ANGELES TRUST & SAVINGS BANK, a corporation organized and existing under and by virtue of the laws of the State of California, and having its principal place of business in the City of Los Angeles, County of Los Angeles, State of California, Trustee as hereinafter stated, the party of the first part, and H. N. COFFIN, JOHN McMILLAN and F. H. PARSONS, Trustees, of Boise, Idaho, the parties of the second part,

WHEREAS, by a Deed absolute in form, dated February 25th, 1913, recorded in Book 527, page 448 of Deeds, Fresno County Records, there was conveyed to the Los Angeles Trust & Savings Bank, a corporation, certain lands and premises as therein and as hereinafter described, and also certain personal property then located and used in connection with said hereinafter described property, consisting of horses, wagons and general farming machinery, was turned over to the hereinafter mentioned Bene-

fiary to be used by said Beneficiary, or his assigns, during the life of the hereinafter mentioned Trust, but the title to said personal property was to remain in the Trustee until the real property was fully paid for; and

WHEREAS, on or about August 14th, 1914, the said Los Angeles Trust & Savings Bank executed its certain Declaration of Trust Number 1781, in which said Declaration of Trust was set out the trusts upon which the said property, both real and personal, was to be held by said Los Angeles Trust & Savings Bank, as Trustee, for H. N. Coffin, John McMillan and F. H. Parsons, sometimes otherwise known and designated as the "Payees," and for [78] F. F. Doane, sometimes known and designated as the "Beneficiary," and which said Declaration of Trust was ratified and confirmed in all its particulars by the said Payees and said Beneficiary; and

WHEREAS, said Declaration of Trust provides that the Payees shall receive from the Beneficiary the sum of Three Hundred and Seventy-nine Thousand Dollars (\$379,000), with interest, payable as follows:

\$20,000.00 on or before January 1st, 1913;

\$55,000.00 on March 1st, 1913;

\$25,000.00 on March 1st, 1914;

\$93,000.00 on March 1st, 1915;

\$93,000.00 on March 1st, 1916;

\$93,000.00 on March 1st, 1917;

with interest on each installment from March 1st, 1913, until the sum is paid, at the rate of six per cent (6%) per annum, payable semi-annually from March 1st, 1913; and

WHEREAS, on or about April 1st, 1915, by an instrument in writing, the said Payees and said Beneficiary changed or modified said Trust Agreement in so far as it pertained to the remaining payments due the Payees from said Beneficiary so that the Payees were to receive from the Beneficiary the remaining sum of Two Hundred and Seventy-nine Thousand Dollars (\$279,000) with interest, payable as follows:

\$10,000 on or before April 1st, 1915;

\$83,000.00 on March 1st, 1916;

\$93,000.00 on March 1st, 1917;

\$93,000.00 on March 1st, 1918;

provided, however, that the above extension of time on all of said payments was made with the express understanding and agreement that all of said payments so extended should bear interest at the rate of seven per cent (7%) per annum from March 1st, 1915, payable semi-annually, and in the manner and method provided in said Declaration of Trust; and

WHEREAS, on or about August 21st, 1915, by an instrument [79] in writing filed with said Los Angeles Trust & Savings Bank, the said Payees granted an extension of thirty (30) days' time upon the payment of the interest installment due September 1st, 1915, extending such payment of interest to October 1st, 1915; and

WHEREAS, said Trust Agreement provides in the event that said F. F. Doane shall fail to pay, or cause to be paid, to the Trustee Los Angeles Trust & Savings Bank, such moneys in accordance with the terms of said Trust, to enable said Trustee to meet the payments due to the Payees under said Trust, at

the times and in the amounts hereinbefore set forth, then on demand of said Payees or assigns, and without demand by the said Trustee for the payment of any of said sums, the said Trustee shall sell said property, both real and personal, or such parts thereof as it shall deem necessary to sell to accomplish the objects of said Trust. Such demand for sale by the Payees shall be deemed conclusive notice of an election to declare the whole amount of the principal purchase price and interest immediately payable, and

WHEREAS, default has been made by the said F. F. Doane in the payment of the amounts due under said Declaration of Trust in this, that the installment of semi-annual interest due September 1st, 1915, and extended as above recited to October 1st, 1915, was not paid when due on October 1st, 1915, and has not since been paid; and

WHEREAS, the said Payees, H. N. Coffin, John McMillan and F. H. Parsons, did on the 12th day of October, 1915, declare that default had been made in the payment of the interest due as aforesaid, and that no part of the principal sum of said indebtedness had been paid except the sum of One Hundred Fourteen Thousand Six Hundred Dollars (\$114,600), and on said date they elected to and did then declare the whole of the remaining sum of the principal of said indebtedness and interest thereon to be due, unpaid, owing and payable under the terms of said Declaration of Trust, and did order and direct the said party of the first part [80] herein, as Trustee, to sell the real property and premises granted

to the said Trustee and the personal property held by it under said Declaration of Trust, under the terms thereof and in the manner therein specified; and

WHEREAS, on November 3d, 1915, the said Beneficiary caused to be paid to the Trustee the sum of Four Hundred Dollars (\$400) to apply upon the principal of the indebtedness due the said Payees, which sum was duly credited thereon, making a total payment upon the principal sum of the indebtedness of One Hundred Fifteen Thousand Dollars (\$115,000), and leaving a balance due on the principal of Two Hundred Sixty-four Thousand Dollars (\$264,000), which sum remained unpaid up to the time of the sale hereinafter referred to; and

WHEREAS, under the provisions of said Declaration of Trust there has been expended by the said H. N. Coffin, John McMillan and F. H. Parsons, for the protection of the real property described in said Declaration of Trust, the sum of Two Thousand Four Hundred Sixty-one and 99/100 (\$2,461.99), in payment of taxes for the fiscal year 1915-1916 upon said real property, which sum remained unpaid up to the time of the sale hereinafter referred to; and

WHEREAS, the said party of the first part, in consequence of the aforesaid election, declaration and demand of the said H. N. Coffin, John McMillan and F. H. Parsons, and in compliance with the terms of said Declaration of Trust, did publish at least once a week for four (4) successive weeks next before the 13th day of December, 1915, in the "Los Angeles Daily Journal," a newspaper of general circulation

published in the City of Los Angeles, County of Los Angeles, State of California, notice signed by it as such Trustee that it, as such Trustee, would under the provisions of said Declaration of Trust sell all of the interest in the real property and premises conveyed to the said Trustee [81] by the foresaid deed and the personal property held by it under said Declaration of Trust, as hereinafter described, at public auction on Monday, the 13th day of December, 1915, at the hour of eleven o'clock A. M., of that day, at the Sixth Street entrance of the Trust & Savings Building, #215 West Sixth Street, in the City of Los Angeles, County of Los Angeles, State of California, which notice contained a full, true and correct description of the real and personal property so to be sold; and

WHEREAS, said party of the first part as such Trustee, at the time and place so specified and advertised, to wit: On the 13th day of December, 1915, at 11 o'clock A. M. of that day, at the Sixth Street entrance of the Trust & Savings Building, #215 West Sixth Street, in the City of Los Angeles, State of California, did by public announcement and at the request of all the parties interested, postpone such sale to the 23d day of December, 1915, at 11 o'clock A. M. of said day at the aforesaid designated place of sale, and did also publish in the aforesaid newspaper, to wit: "Los Angeles Daily Journal." on the 18th day of December, 1915, the aforesaid Notice of Sale, together with a further notice signed by it as Trustee that the sale so advertised was postponed to and would be made and take place at the place there-

in specified on the 23d day of December, 1915, at 11 o'clock A. M. and

WHEREAS, all of said sums so secured then remaining unpaid, the said party of the first part, as such Trustee, at the time and place to which such sale was postponed, to wit: On the 23d day of December, 1915, at 11 o'clock A. M. of that day, at the Sixth Street entrance of the Trust & Savings Building, #215 West Sixth Street, in the City of Los Angeles, State of California, did offer for sale in separate parcels at public auction the premises and property hereinafter described, [82] and being unable to get a bid for less than the whole, the said party of the first part, as such Trustee, did sell the premises and property hereinafter described as a whole to the said parties of the second part, they being the highest and best bidders therefor, for the sum of Two Hundred Eighty-two Thousand Five Hundred Fifty-seven Dollars (\$282,557) cash, lawful money of the United States.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part as such Trustee as aforesaid, in consideration of the premises and of the sum of Two Hundred Eighty-two Thousand Five Hundred and Fifty-seven Dollars (\$282,557) to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, and by virtue of the authority in it derived and vested through said Declaration of Trust, does by these presents GRANT, BARGAIN, SELL, CONVEY AND CONFIRM, WITHOUT WARRANTY, unto the said parties of the second

part, and to their heirs, successors and assigns, all that certain real property situate in the County of Fresno, State of California, described as follows:

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (26), in Township Twelve (12) South, Range Twelve (12) East, M. D. M. [83]

Also Section One (1), the North half of the Northeast quarter, the North half of the Northwest quarter; the South half of the Southeast quarter, and the Southeast quarter of the Southwest quarter of Section Six (6); the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15), Sixteen (16) and Twenty-two (22); the Southwest quarter of Section Thirty-three (33), and all of Section Thirty-four (34), in Township Thirteen (13) South, Range Twelve (12) East, M. D. M.

EXCEPTING therefrom a strip of land two hundred (200) feet in width, being One Hundred (100) feet on each side of the center line of the Canal known as the San Joaquin and Kings River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across Section Twelve (12), and the North half of Sections Ten (10) and Eleven (11) in Township Twelve (12) South, Range Twelve (12) East, viz.: Beginning at a point on the Eastern boundary of the Southeast quarter of said Section Twelve (12); thence in a

Northwesterly direction, through said Section to a point through said Section to a point on the Western boundary of its Northwest quarter; thence in a Northwesterly direction through the North half of Sections Nine (9), Ten (10), and Eleven (11), to a point in section Nine (9) near the middle of the North boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, Page 164 of Deeds, hereinbefore recited. [84]

Sections Fourteen (14) and Fifteen (15), Township Twelve (12) South, Range (12) East, M. D. M., having been released from the lien of said Trust and not subject to this sale.

Subject to an easement for road purposes over a portion of the above described property, as conveyed by the deed recorded in Book 47, Page 638 of Deeds, Fresno County Records.

Subject, also, to an easement for road purposes over a portion of the above described property, as granted by the Deed recorded in Book 144, Page 141 of Deeds, Fresno County Records.

Subject, also, to an easement for road purposes over a portion of the above-described property, as granted by the Deed recorded in Book 219, Page 4 of Deeds, Fresno County Records.

Subject, also, to a right of way through and over a portion of the above described property, as conveyed by the Deed recorded in Book "C," Page 254 of Covenants, Fresno County Records.

Subject, also, to a right of way through and over

a portion of the above described property, as granted by the Deed recorded in Book 201, Page 164 of Deeds.

Subject, also, to a right of way granted by Los Angeles Trust & Savings Bank to Valley Pipe Line, a corporation, by an instrument dated August 4th, 1914.

TOGETHER with certain personal property located on and used in connection with said hereinbefore described real property, consisting of horses, wagons, and general farming machinery, which said personal property has been heretofore turned over into the possession of the Beneficiary by the Payees.
[85]

TOGETHER with the appurtenances thereunto belonging.

TO HAVE AND TO HOLD the said real and personal property unto the said parties of the second part, their heirs, successors and assigns forever, but without any covenant or covenants upon the part of the party of the first part herein whatever, express or implied, regarding the title to said property or the encumbrances thereon.

IN WITNESS WHEREOF, the said Los Angeles Trust & Savings Bank has caused its corporate name and seal to be hereunto affixed by its Vice-president and Assistant Secretary, thereunto duly authorized, the day and year first above written.

LOS ANGELES TRUST & SAVINGS BANK,

Trustee.

By W. H. HERVEY,

Vice-president.

By J. D. CARSON,

Assistant Secretary. [86]

State of California,
County of Los Angeles,—ss.

On this 23 day of December, A. D. 1915, before me H. O. Smyser, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and qualified, personally appeared W. R. HERVEY, known to me to be the Vice-president, and J. D. CARSON, known to me to be the Assistant Secretary of the LOS ANGELES TRUST & SAVINGS BANK, Trustee, the corporation that executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such corporation executed the same, as such Trustee.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County, the day and year in this certificate first above written.

[Seal] (Signed) H. O. SMYSER,
Notary Public in and for the County of Los Angeles,
State of California.

(Stamps) [87]

[Indorsed]: A-51—Eq. U. S. Dist. Court, So. Dist. Cal. No. Div. Cal. Land Co., vs. F. F. Doane. Pl's Exh. "C." Filed May 1, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. Trust 1781. Trustee's Deed. Los Angeles Trust & Savings Bank, Trust Department, Trust & Savings Bldg. Los Angeles. [88]

**Plaintiff's Exhibit "D"—Deed from John McMillan,
H. N. Coffin and F. H. Parsons to California
Land Company.**

THIS INDENTURE, Made this 12th day of February, 1916, between John McMillan, H. N. Coffin, and F. H. Parsons, trustees, all of Boise City, County of Ada, State of Idaho, the parties of the first part, and California Land Company, a corporation, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable consideration, in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell and convey unto the party of the second part and its assigns forever, all the following described real estate, situated in the County of Fresno, State of California, to wit:

Sections Ten (10), Eleven (11), Twelve (12), Thirteen (13), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the North half of Section Twenty-eight (28), and all of Sections Thirty-four (34), Thirty-five (35), and Thirty-six (36), in township Twelve (12) South, Range Twelve (12) East, M. D. M.

Also Section One (1), the North half of the Northeast Quarter, the North half of the Northwest Quarter; the South half of the Southeast Quarter and the Southeast Quarter of the Southwest Quarter of

Section Six (6); the South half of Section Eleven (11); all of Sections Twelve (12), Fifteen (15), Sixteen (16), and Twenty-two (22); the Southwest Quarter of Section [89—90] Thirty-three (33) and all of Section Thirty-four (34) in Township Thirteen (13) South, Range Twelve (12) East, M. D. M.

EXCEPTING therefrom a strip of land Two Hundred feet in width, being One Hundred (100) feet on each side of the center line of the canal known as the San Joaquin and Kings River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across Section Twelve (12) and the North half of Sections Ten (10) and Eleven (11) in Township Twelve South, Range Twelve (12) East, viz.: Beginning at a point on the Eastern boundary of the Southeast Quarter of said Section Twelve (12); thence in a Northwesterly direction, through said Section to a point on the Western boundary of its Northwest Quarter; thence in a Northwesterly direction through the North half of Sections Nine (9), Ten (10), and Eleven (11), to a point in Section Nine (9) near the middle of the North boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, Page 164 of Deeds, hereinbefore recited.

SUBJECT TO:

1st. An easement for road purposes over a strip of land sixty (60) feet wide lying equally on each side of the center of the located line of the Fresno Flats

and Panoche Road; located on parts of Sections Twenty-five (25), Twenty-six (26), Twenty-seven (27), Thirty-four (34), Thirty-five (35) and Thirty-six (36), in Township Twelve (12) South, Range Twelve (12) East, according to the official survey and map filed with the Board of Supervisors of the County of Fresno, March 1st, 1886, as conveyed by Henry Miller and Charles Lux to the County of Fresno by deed recorded May 6, 1886, in Book 47, Page 638 of Deeds, Records of said County of Fresno.

[91]

2d. An easement for road purposes over those portions of Sections One (1), Six (6) and Twelve (12) in Township Thirteen (13) South, Range Twelve (12) East, embraced within the lines of the "Henry Miller Road," being thirty (30) feet on each side of a line that runs from the Southeast corner of said Section One (1) to the Southeast corner of said Section Six (6); thence South to the Southeast corner of Section Seven (7), of said Township and Range, and thence West to the Southwest corner of said Section Seven (7), as conveyed, in part, by Henry Miller to the County of Fresno by deed recorded March 30th, 1890, in Book 144, Page 141 of Deeds, Records of said County.

3d. An easement for road purposes over those portions of said property embraced within the lines of the "Russell Road," which comprises a strip of land Sixty (60) feet wide, the center line of which begins at the Southeast corner of Section Twenty-five (25), Township Twelve (12) South, Range Twelve (12) East, and runs west to the Southwest corner of

Section Twenty-seven (27) said Township and Range; and thence North to the Northwest corner of Section Three (3) of said Township and Range, as conveyed in part by Jesse S. Potter, Executor, etc., to the County of Fresno by deed recorded in Book 219, Page 4 of Deeds, Records of said county.

4th. Right of way through and over the lands owned by Henry Miller and Charles Lux on February 7th, 1872, to wit: Sections Ten (10) to Fifteen (15), inclusive, Twenty-two (22) to Twenty-five (25) inclusive, Thirty-six (36) [92] and the North half of Section Twenty-six (26), Township Twelve (2) South, Range Twelve (12) East, and Section One (1) and the North Half of Section Twelve (12), Township Thirteen (13) South, Range Twelve (12) East, for any and all canal and canals which were already laid at said date, or shall thereafter be constructed by the San Joaquin and Kings River Canal and Irrigation Company, for irrigation or navigation, and to construct, maintain, keep in repair and operate the same, and for tow paths and other necessary appurtenances to such canals with the right to pass and repass over and upon adjacent land of said Miller and Lux for such purposes; as conveyed by the said Miller and Lux to said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book "C," page 254, of Covenants Records of said County of Fresno.

5th. Right of way for and right to maintain, over and upon the lands adjacent to the two hundred (200) foot strip of land hereinafter recited, any and

all necessary and proper distributing ditches and water courses connecting with and leading from the canal constructed on said two hundred (200) foot strip of land; also the right to pass and repass over said adjacent lands with men, teams and otherwise, with materials as may be necessary for the repair, maintenance and operation of said canal; as conveyed by Henry Miller et al. to the San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book 201, page 164 of Deeds, Records of said County of Fresno. [93]

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all estate, right, title and interest in and to said property, as well in law as in equity, of the said parties of the first part:

TO HAVE AND TO HOLD, All and singular, the above mentioned and described premises, together with appurtenances, unto the party of the second part, and to its assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

(Signed) H. N. COFFIN,

(Signed) JOHN McMILLAN,

(Signed) F. H. PARSONS,

Signed, sealed and delivered in the presence of:

(Signed) JOHN D. DALY,

(Signed) H. S. STREETER.

Trustees.

[\$100. Revenue Stamp Attached and Cancelled.]

State of Idaho,
County of Ada,—ss.

On this 15th day of February, 1916, before me Mont. P. Meholin, a notary public in and for said county, personally appeared H. N. Coffin, John McMillan & F. H. Parsons, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

[Notarial Seal]

(Signed) MONT. P. MEHOLIN,

Notary Public for Idaho, Res. Boise, Idaho.

Com. Exp. Dec. 15, 1918. [94]

[Indorsed]: Deed 4466. John McMillan, H. N. Coffin, F. H. Parsons, to California Land Co. Abstract AB Indexed B, Comparer — Copyist 4, Compared G, Paged —. Filed for Record at the Request of Pacific Nat'l. Bank, Boise, Idaho, Feb. 25, A. D., 1916, at 16 Min. past 10 o'clock A. M., and Recorded in Vol. 597, of Deeds, pg. 162 et seq. Fresno County Records, R. N. Barstow, County Recorder. By R. A. Fleshner, Deputy Recorder. 16/2.20. A-51—Eq. U. S. Dist. Court, So. Dist. Cal. No. Div. Cal. Land Co. vs. F. F. Doane. Plffs. Exh. "D." Filed May 1, 1916, Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [95]

Defendant's Exhibit 1—Copy of Record in Superior Court, Fresno County, California, No. 18,871, F. F. Doane, Plaintiff, vs. Los Angeles Trust & Savings Bank et al., Defendants.

*In the Superior Court of the State of California, in
and for the County of Fresno.*

F. F. DOANE,

Plaintiff,

vs.

LOS ANGELES TRUST & SAVINGS BANK, a
Corporation, H. N. COFFIN, JOHN McMIL-
LAN and F. H. PARSONS, as Trustees, H. N.
COFFIN, JOHN McMILLAN and F. H. PAR-
SONS and JOHN DOE, RICHARD ROE and
JOHN ROE and RICHARD DOE,

Defendants.

The plaintiff for cause of action alleges:

I.

That the said Los Angeles Trust & Savings Bank is and was during all the times herein mentioned, a corporation organized and existing under and by virtue of the laws of the State of California, with its principal place of business at Los Angeles, Los Angeles County, State of California.

II.

That the above-named defendants, John Doe, Richard Roe, John Roe and Richard Doe are fictitious names and their true names are unknown to plaintiff, and as soon as their true names are known, plaintiff will move the court that their true names

be inserted in the proceedings in the above-entitled action;

III.

Plaintiff alleges that the defendants John Doe, Richard Roe, John Roe and Richard Doe have or claim to have some interest, right, title, claim or lien upon said property, but plaintiff alleges that such interest, right, title, claim or lien are subject and subsequent to plaintiff's right in said premises, hereinafter described. [96]

IV.

That on the 25th day of February, 1913, there was executed and delivered to the defendant, Los Angeles Trust & Savings Bank, a corporation, a deed purporting to convey to it the following described property situated in Fresno County, State of California, and particularly described as follows, to wit:

Sections 10, 11, 12, 13, 14, 15, 20, 22, 23, 24, 25, 26, 27, the north half of Section 28, and all of Sections 34, 35 and 36, in Township 12 South, Range 12 East, M. D. M.,

Also section 1, the north half of the northeast quarter, the north half of the northwest quarter, the south half of the southeast quarter and the southeast quarter of the southwest quarter of section 6; the south half of section 11; and all of sections 12, 15, 16, and 22; the southwest quarter of section 33; and all of section 34, in Township 13 south, range 12 east, M. D. M.

Excepting therefrom a strip of land 200 feet in width, being 100 feet on each side of the center line of the Canal known as the San Joaquin and Kings

River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across section 12 and the north half of sections 10 and 11, in Township 12 south, range 12 east, viz.: Beginning at a point on the eastern boundary of the southeast quarter of said Section 12, thence in a northwesterly direction, through said section to a point on the western boundary of its northwest quarter; thence in a northwesterly direction through the north half of sections 9, 10, and 11, to a point in section 9, near the middle of the north boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller, et al., by deed recorded in Book 201, page 164 of Deeds, hereinbefore recited; [97]

SUBJECT TO:

1st. Taxes for the fiscal year 1913-1914.

2d. An easement for road purposes over a strip of land (60) feet wide lying equally on each side of the center of the located line of the Fresno Flats and Panoche Road, located on parts of Sections 25, 26, 27, 34, 35 and 36 in Township 12 south, range 13 east, according to the official survey and map filed with the Board of Supervisors of the County of Fresno, March 1st, 1886; as conveyed by Henry Miller and Charles Lux to the County of Fresno by deed recorded May 5th, 1886, in Book 47, page 638 of Deeds, records of said County of Fresno.

3d. An easement for road purposes over those portions of sections 1, 6, and 12, in township 13 south, range 12 east, embraced within the lines of the

"Henry Miller Road," being thirty (30) feet on each side of a line that runs from the southeast corner of said section 1 to the southeast corner of said section 6; thence south to the southeast corner of section 7, of said township and range and thence west to the southwest corner of said section 7, as conveyed in part, by Henry Miller to the County of Fresno by deed recorded March 30th, 1890, in Book 144, page 141 of Deeds, records of said County.

4th. An easement for road purposes over those portions of said property embraced within the lines of the "Russell Road," which comprises a strip of land sixty (60) feet wide, the center line of which begins at the southeast corner of section 25, township 12 south, range 12 east, and runs west to the southwest corner of section 27, said township and range; and thence north to the northwest corner of section 3 of said township and range; as conveyed in part, by Jesse S. Potter, Executor, etc., to the County of Fresno by deed recorded in Book 219, page 4 of Deeds, records of said County. [98]

5th. Right of way through and over the lands owned by Henry Miller and Charles Lux on February 7th, 1872, to wit: Sections 10 to 15 inclusive, 22 to 25 inclusive, 36 and the north half of section 26, township 12 south range 12 east, and section 1 and the north half of section 12, township 13 south, range 12 east, for any and all canal and canals which were already laid at said date, or shall thereafter be constructed, by the San Joaquin and Kings River Canal and Irrigation Company, for irrigation or navigation, and to construct, maintain, keep in repair and

operate the same, and for tow paths and other necessary appurtenances to such canals; with the right to pass and repass over and upon adjacent land of said Miller and Lux for such purposes, as conveyed by the said Miller and Lux to said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book "C," page 254 of Covenants, records of said county of Fresno.

6th. Right of way for and right to maintain, over and upon the lands adjacent to the 200-foot strip of land hereinafter recited, any and all necessary and proper distributing ditches and watercourses connecting with and leading from the canal constructed on said 200-foot strip of land; also the right to pass and repass over said adjacent lands with men, teams and otherwise, with materials as may be necessary for the repair, maintenance and operation of said canal; as conveyed by Henry Miller et al. to the San Joaquin and Kings River Canal and Irrigation Company, a corporation, by deed recorded in Book 201, page 164, of Deeds, records of said County of Fresno.

There was also conveyed to said Los Angeles Trust & Savings Bank the personal property located upon and used in connection with the above-described property, consisting of horses, wagons, and general farming machinery. [99]

V.

That said plaintiff has since the date of said deed been in possession of said premises and personal property hereinbefore described, and plaintiff has had and now has control and possession of said property.

VI.

That the said conveyance to said Los Angeles Trust and Savings Bank, although absolute in form purporting to convey to said bank the absolute, legal and equitable title to said property, subject to the easements and rights of way therein mentioned, did not in fact convey the title to said property to said Los Angeles Trust & Savings Bank, but said deed was intended by the parties at the time of its delivery, to wit, on February 25, 1913, as security for the payment by said F. F. Doane, plaintiff herein, to the defendants H. N. Coffin, John McMillan, and F. H. Parsons as trustees, the sum of three hundred fifty-nine thousand dollars (\$359,000), with interest thereon at the rate of six (6) per cent per annum payable semi-annually from March 1, 1913.

VII.

That thereafter said plaintiff paid to said Los Angeles Trust & Savings Bank for the defendants H. N. Coffin, John McMillan and F. H. Parsons as trustees, to be applied upon the payment of said indebtedness and mortgage the following sums:

March 1, 1913, the sum of \$55,000

April 1, 1914, the sum of \$25,000

April 1, 1915, the sum of \$10,000

Sept. 30, 1915, the sum of \$4,600

and has paid on account of interest on said indebtedness as follows:

Sept. 1, 1913, the sum of \$9,120

Feb. 28, 1914, the sum of \$9,120

Sept. 1, 1914, the sum of \$8,370

April 1, 1915, the sum of \$8,370

making a total payment on principal and interest of \$149,580. [100]

That there remained to be paid the sum of \$83,000 on March 1, 1916; the sum of \$93,000 on March 1, 1917; and the sum of \$93,000 on March 1, 1918, with interest at the rate of seven per annum payable semi-annually from March 1, 1915.

VIII.

That the defendants H. N. Coffin, John McMillan and F. H. Parsons, both as individuals and as trustees, hold a lien upon said property for the balance of said indebtedness.

IX.

That the said conveyance of said property by the said deed to the Los Angeles Trust & Savings Bank was intended by the parties thereto, and the plaintiff herein, for, and is in effect and in fact, a mortgage.

X.

That said property was deeded and conveyed to said Los Angeles Trust & Savings Bank without any consideration whatever, and the Los Angeles Trust & Savings Bank have no interest or title, either legal or equitable, in and to said property by reason of such conveyance or otherwise, and are holding said property as aforesaid as the agent of said plaintiff and defendants H. N. Coffin, John McMillan and F. H. Parsons.

XI.

That it was intended by the parties hereto and to said deed, that in case of default by the said F. F. Doane in making the payments upon his part to be

made, the Los Angeles Trust & Savings Bank were authorized to foreclose the lien upon said property and sell the same for the payment of the balance of the purchase price due said H. N. Coffin, John McMillan and F. H. Parsons.

XII.

That on the 14th day of August, 1914, the plaintiff herein [101] gave a power of attorney in writing authorizing the said Los Angeles Trust & Savings Bank to sell said property in case of default of said plaintiff and apply the proceeds to the payment of said balance of said indebtedness; but said plaintiff before any default by him upon his part and before the said Los Angeles Trust & Savings Bank and the said H. N. Coffin, John McMillan and F. H. Parsons had exercised any authority or rights under said power of attorney or agency, revoked and annulled the said agency and authority to sell said property by notice in writing, and served the same upon the said defendants prior to March 1, 1915.

XIII.

That thereafter there became due one of the installments, to wit, \$93,000 and interest March 1, 1915, and the said defendant Los Angeles Trust & Savings Bank and the said H. N. Coffin, John McMillan and F. H. Parsons accepted, without protest or objection to such revocation or authority to sell said land in case of default as aforesaid, the following sums, to wit:

April 1, 1915, the sum of \$10,000 on principal and \$8,370 interest, and on September 30, 1915, the further sum of \$4,600 on the principal.

XIV.

That on the 1st day of October, 1915, there became due the defendants H. N. Coffin, John McMillan and F. H. Parsons, the sum of \$9,415, the semi-annual interest; and the same not being paid the defendants, H. N. Coffin, John McMillan and F. H. Parsons, on October 21st, 1915, declared default had been made and that the whole of the remaining indebtedness, to wit, \$264,400, with interest thereon at the rate of seven per cent per annum, immediately due and payable, and ordered and demanded the Los Angeles Trust & Savings Bank to advertise and sell the [102] said property in accordance with the terms of that certain power to sell heretofore revoked as aforesaid, and notified plaintiff there would be no redemption from such sale.

XV.

That on the 3d day of November, 1913, the said Los Angeles Trust & Savings Bank caused notice of sale to be made and published in the "Los Angeles Daily Journal," a newspaper of general circulation, whereby the said Los Angeles Trust & Savings Bank gave notice that it will sell the hereinbefore described property (except sections 14 and 15 of township 12 south, range 12 east, M. D. M., which sections have been heretofore released from the lien held by said Coffin, McMillan and Parsons as trustees, and also except that certain right of way granted by the said Los Angeles Trust & Savings Bank to the Valley Pipe Line Company, a corporation, by an instrument dated August 4, 1914) on the 13th day of December,

1915, at the hour of 11 o'clock A. M. of said day, at Los Angeles, California, at public auction for cash.

XVI.

That the said Los Angeles Trust and Savings Bank threaten and have stated in said notice, that they will sell all the interest conveyed to it in and to the said real and personal property hereinbefore described, or so much thereof as may be necessary, to pay the said sum of \$264,400, and interest thereon from March 1, 1915, at the rate of seven per cent per annum (less the sum of \$400 paid November 3, 1915, on account of the principal thereof); the expenses of said sale, and the expenses of the said Los Angeles Trust & Savings Bank in the sum of \$1000.

XVII.

That the said Los Angeles Trust and Savings Bank and the defendants Coffin, McMillan and Parsons now claim that the said [103] deed to the said Los Angeles & Savings Bank conveys the absolute title to said property, and that the sale of said property by said Los Angeles Trust & Savings Bank to any third party will convey the absolute title to said property; but the plaintiff alleges that said claim is without right, either in law or equity, and if the said sale is permitted and not enjoined by this Court, the said defendants Los Angeles Trust and Savings Bank and H. N. Coffin, John McMillan and F. H. Parsons will proceed to convey the said pretended title to said property and thereby encumber and cloud the title to said property and will thereby attempt to deprive the plaintiff of his rights in said property and the redemption thereof.

XVIII.

That unless the said defendants are restrained from making said sale, this plaintiff will suffer irreparable injury and loss, and plaintiff will be without a plain, speedy or adequate remedy at law if the defendants are permitted to sell the said property as they claim they have the right to do.

WHEREFORE, plaintiff prays judgment that the said deed executed by H. N. Coffin, McMillan and Parsons purporting to convey said property to said Los Angeles Trust & Savings Bank be declared a mortgage, and that said plaintiff herein shall have the right to redeem said property in the manner and time as provided under the laws of the State of California, for the redemption of property under foreclosure sale; and that the defendants be restrained permanently from the sale of said property under said notice of sale and prevented from selling and conveying the absolute title to said property other than by foreclosure and sale as provided by section 726 of the Code of Civil Procedure of the State of California, and that [104] plaintiff have such other and further relief as to the Court shall deem just and equitable in the premises.

G. R. FREEMAN,
Attorney for Plaintiff.

State of California,
County of Los Angeles,—ss.

F. F. Doane, being by me first duly sworn, deposes and says: That he is the plaintiff in the above-entitled action; that he has heard read the foregoing complaint and knows the contents thereof; and that the

same is true of his own knowledge, except as to the matters which are therein stated upon his information or belief, and as to those matters that he believes it to be true.

(Signed) F. F. DOANE.

Subscribed and sworn to before me this 24th day of November, 1915.

[Seal] MAE L. GORDON,
Notary Public in and for said Los Angeles County,
California.

[Endorsed]: No. 18871. Filed Nov. 20, 1915. D.
M. Barnwell, Clerk. By Louis F. Ryan, Deputy.
[105]

State of California,
County of Fresno,—ss.

I, D. M. Barnwell, County Clerk and ex-officio clerk of the Superior Court in and for said Fresno County, do hereby certify the foregoing to be a full, true and correct copy of the original complaint in the therein entitled matter now on file in my office, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Superior Court, this 1st day of May, 1916.

[Seal] (Signed) D. M. BARNWELL,
County Clerk and Ex-officio Clerk of the Superior
Court of said County.

By Louis F. Ryan,
Deputy Clerk. [106]

[Ten-cent Revenue stamp canceled.]

*In the Superior Court of the County of Fresno, State
of California.*

No. 18,871—Dept. 2.

Plaintiff,

vs.

LOS ANGELES TRUST & SAVINGS BANK, a
Corporation, H. N. COFFIN, JOHN McMIL-
LAN, and F. H. PARSONS, as Trustees; H.
N. COFFIN, JOHN McMILLAN and F. H.
PARSONS, and JOHN DOE, RICHARD
ROE, and JOHN ROE and RICHARD DOE,
Defendants.

Action brought in the Superior Court of the County
of Fresno, State of California, and the Com-
plaint filed in the office of the clerk of said
County of Fresno.

The People of the State of California Send Greet-
ing to Los Angeles Trust & Savings Bank, a corpora-
tion; H. N. Coffin, John McMillan and F. H. Parsons,
as Trustees, H. N. Coffin, John McMillan and F. H.
Parsons, and John Doe, Richard Roe, and John Roe
and Richard Doe, Defendants.

YOU ARE HEREBY DIRECTED TO APPEAR
and answer the Complaint in an action entitled as
above, brought against you in the Superior Court of
the said County of Fresno, State of California,
within ten days after the service on you of this Sum-
mons—if served within this county; or within thirty
days if served elsewhere.

And you are hereby notified that unless you appear

and answer as above required, the said plaintiff will take judgment for any money or damages demanded in the Complaint, as arising upon contract, or will apply to the Court for any other relief demanded in the Complaint.

GIVEN under my hand and the seal of the Superior Court of the said County of Fresno, State of California, this 26th day of November, A. D. 1915.

[Seal]

D. M. BARNWELL,
Clerk.

By Louis F. Ryan,
Deputy Clerk. [107]

GEO. R. FREEMAN,
Attorney for Plaintiff.

State of California,
County of Fresno,—ss.

I, D. M. Barnwell, County Clerk and ex-officio clerk of the Superior Court in and for said Fresno County, do hereby certify the foregoing to be a full, true and correct copy of the original Summons issued in the therein entitled matter, and of the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the Superior Court this 1st day of May, 1916.

[Seal]

D. M. BARNWELL,
County Clerk and Ex-officio Clerk of the Superior
Court of said County.

By Louis F. Ryan,
Deputy Clerk.

[Ten-cent Revenue Stamp Attached and Canceled. [108]

RETURN.

State of California,
County of Los Angeles,—ss.

B. O. Miller, being duly sworn, deposes and says: That he is and was at the time of the service of the papers herein referred to, a citizen of the United States, over the age of eighteen years, and not a party to the within-entitled action; that he personally served the within Summons on the 30th day of November, A. D. 1915, on Los Angeles Trust and Savings Bank, a corporation, one of the defendants therein named, by delivering to said defendant personally in the County of Los Angeles, Calif., a copy of said Summons, and complaint, delivering same to W. R. Hervey, its Vice-president and manager of said Los Angeles Trust and Savings Bank, attached to a copy of the Complaint in the action therein mentioned.

(Signed) B. O. MILLER.

Subscribed and sworn to before me this 30th day of November, A. D. 1915.

(Signed) MAE L. GORDON,
Notary Public in and for the County of Los Angeles,
State of California. [109]

[Indorsed]: No. 18,871. Superior Court, County of Fresno. F. F. Doane, Plaintiff, vs. Los Angeles Trust & Savings Bank et al., Defendants. Summons. Received ——. A.-51-Eq. U. S. Dist. Ct. So. Dist. Cal. No. Div. California Land Co. v. F. F. Doane. Defts. Exh. 1. Filed May 1, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. [110]

**Defendant's Exhibit 2—Copies of Notices of
Rescission, etc.**

LOS ANGELES TRUST & SAVINGS BANK,
Trust Department.

Los Angeles, Cal., 2/26/15, 1914.

Received from W. I. Hollingsworth, three notices
in re Dos Palos Trusts 1781 and 2247. Revoking
Power of Sale in Trust 1781; Revoking Power of
Sale Trust 2247 and Revoking Power of Atty. in Col-
lateral Assignment.

LOS ANGELES TRUST & SAVINGS BANK.

By J. D. CARSON,
Asst. Trust Officer.

No. — [111]

Form 1548.

REGISTRY RETURN RECEIPT.

RECEIVED from the postmaster registered arti-
cle, the original of which appears on the reverse side
of this card. Date of Delivery, Feb. 27, 1915. —
191—.

(To be filled in by person signing receipt)

When delivery is made to an agent of the ad-
dressee, both addressee's name and agent's signature
must appear in this receipt.

(Signed) F. H. PARSONS,
(Signature or name of addressee.)

(Signed) W. F. TUCKER,
(Signature of addressee's agent.)

Registered matter, the delivery of which has not
been restricted by the sender or the addressee, is de-

liverable to any responsible person who customarily receives ordinary mail of the addressee. (See sec. 935, P. L. & R.) When the above receipt has been properly signed it must be postmarked with the name of delivering office and actual date of delivery and mailed to its address, without envelope or postage.

(REVERSE SIDE)

POSTOFFICE DEPARTMENT, OFFICIAL
BUSINESS.

Original Reg. No. 79133.

Penalty for private use to avoid payment of postage
\$300.

Postmaster at Delivering Office

(STAMPED)

BOISE

Feb. 27, 15.

11-30 A. M.

IDAHO

(CANCELLATION STAMP)

and date of delivery.

RETURN TO

W. I. Hollingsworth & Co.,

(Name of Sender)

Street and Number
or Post Office Box.

6 & Hill,

LOS ANGELES,

CALIFORNIA.

The postmaster who delivers the registered article must see that this card is properly signed, legibly

postmarked and mailed to the sender, without envelope or postage. [112]

No. 79133

RECEIPT FOR REGISTERED MAIL.

This receipt represents a letter or parcel registered at the postoffice indicated by postmark. Inquiries concerning registered mail should state the number of the article, date of its registration, and the name and addresses of the sender and addressee. The sender of the article represented by this receipt should write the name and address of the addressee on the reverse side.

(STAMPED)
LOS ANGELES
(STA. C.)
Cal. Registered.
Feb. 24, 1915.

RETURN RECEIPT DEMANDED.

1 ——— class postage prepaid. Postmaster, per
JWB.

[Indorsed]: Doane personal revocation to Idaho
sent to Parsons. [113]

Form 1548.

REGISTRY RETURN RECEIPT.

RECEIVED from the postmaster registered article, the original number of which appears on the reverse side of this card.

(Stamped) Feb. 27, 1915.

Date of delivery, 2/27, 1915.

When delivery is made to an agent of the addressee,

both addressee's name and agent's signature must appear in this receipt.

(Signed) JOHN M. MILLER,

(Signature or name of addressee.)

_____,
(Signature of addressee's agent.)

Registered matter, the delivery of which has not been restricted by the sender or the addressee, is deliverable to any responsible person who customarily receives ordinary mail of the addressee. (See sec. 935 P. L. and R.)

When the above receipt has been properly signed, it must be postmarked with the name of delivering office and actual date of delivery and mailed to its address, without envelope or postage. [114]

(REVERSE SIDE.)

POST OFFICE DEPARTMENT OFFICIAL
BUSINESS.

ORIGINAL REG. No. 79158.

Penalty for Private Use to Avoid Payment of Postage \$300.

Postmaster of Delivering Office.

(POSTMARKED)

BOISE

Feb. 27-15,

11-30 A. M.

IDAHO.

(CANCELLATION STAMP)

and Date of Delivery.

RETURN TO:

W. I. Hollingsworth & Co.,

(Name of sender.)

Street and Number

or Post Office Box.

6th & Hill St.

LOS ANGELES,

CALIFORNIA.

The postmaster who delivers the registered article must see that this card is properly signed, legibly postmarked, and mailed to the sender, without envelope or postage. [115]

(RECEIPT FOR REGISTERED MAIL
ATTACHED.)

RECEIPT FOR REGISTERED MAIL.

No. 79158.

This receipt represents a letter or parcel registered at the postoffice indicated by postmark. Inquiries concerning registered mail should state the number of the article, date of its registration, and the name and address of the sender and addressee. The sender of the article represented by this receipt should write the name and address of the addressee on the reverse side.

(STAMPED) Los Angeles, (Sta. C.) Cal. Feb. 24, 1915. Registered.

RETURN RECEIPT DEMANDED.

——— class postage prepaid. Postmaster, per WR.
LPC.

(REVERSE SIDE.)

2/24/15 Revocation by Doane personally on Mc-Millan. [116]

Form 1548.

(REGISTRY RETURN RECEIPT.)

RECEIVED from the postmaster registered article, the original of which appears on the reverse side of this card.

(Stamped) Feb. 27, 1915.

Date of delivery. Feby. 27th, 1915.

(To be filled in by person signing receipt.)

When delivery is made to an agent of the addressee, both addressee's name and agent's signature must appear in this receipt.

(Signed) H. N. COFFIN,

(Signature of name of addressee.)

(Signed) K. N. COFFIN,

(Signature of addressee's agent.)

Registered matter, the delivery of which has not been restricted by the sender or the addressee, is deliverable to any responsible person who customarily receives the ordinary mail of the addressee. (See sec. 935 P. L. and R.)

When the above receipt has been properly signed, it must be postmarked with the name of the delivering office and actual date of delivery and mailed to its address, without envelope or postage. [117]

(REVERSE SIDE OF CARD.)

POST OFFICE DEPARTMENT OFFICIAL
BUSINESS.

ORIGINAL REG. No. 79159.

Penalty for Private Use to Avoid Payment of Post-
age \$300.

Postmaster of Delivering Office.

(Cancellation Stamp.)

and Date of Delivery.

(POSTMARKED)

BOISE

Feb. 27-15,

11-30 A. M.

IDAHO.

RETURN TO:

W. I. Hollingsworth & Co.,

Street and Number,

or Post Office Box.

6th & Hill St.,

LOS ANGELES,

CALIFORNIA.

The postmaster who delivers the registered article must see that this card is properly signed, legibly postmarked, and mailed to the sender, without envelope or postage. [118]

(RECEIPT FOR REGISTERED MAIL
ATTACHED TO CARD.)

RECEIPT FOR REGISTERED MAIL.

No. 79159.

This receipt represents a letter or parcel registered at the postoffice indicated by postmark. Inquiries

concerning registered mail should state the number of the article, date of its registration, and the names and addresses of the sender and addressee. The sender of the article represented by this receipt should write the name and address of the addressee on the reverse side.

TPC
POSTMARKED

Los Angeles,
(Sta. C.)
Cal.

Registered.

RETURN RECEIPT DEMANDED.

——— class postage prepaid. Postmaster per W. L.

[Indorsed]: 2/24/15. Revocation by Doane personally on H. N. Coffin. [119]

State of California,
County of Los Angeles,—ss.

B. O. Miller, being first duly sworn, deposes and says that, on the 26th day of February, 1915, he served on the Los Angeles Trust and Savings Bank, a corporation of Los Angeles, California, a copy of the notice signed by F. F. Doane rescinding the power of sale under Trust Agreement #1781, issued by said Los Angeles Trust and Savings Bank in connection with the purchase of a certain 15,160 acre tract of land at South Dos Palos, Fresno County, California, by said F. F. Doane from H. N. Coffin, John Mc-Millan and F. H. Parsons, Trustees, of Boise, Idaho, by delivering said notice of rescission to J. D. Carson,

Assistant Trust Officer of said Los Angeles Trust and Savings Bank.

(Signed) B. O. MILLER.

Subscribed and sworn to before me this 28th day of April, 1916.

[Notarial Seal] (Signed) MAE L. GORDON,
Notary Public in and for the County of Los Angeles,
State of California. [120]

State of California,
County of Los Angeles,—ss.

B. O. Miller, being first duly sworn, deposes and says that, on February 24th, 1915, he mailed to H. N. Coffin, Boise, Idaho, by registered mail, a copy of the notice of rescission by F. F. Doane to the Los Angeles Trust and Savings Bank, a corporation of Los Angeles, California, rescinding the power of sale under Trust #1781, issued by said Los Angeles Trust and Savings Bank, covering the purchase by F. F. Doane from John McMillan, F. H. Parsons and H. N. Coffin, Trustees, of Boise, Idaho, of a certain 15,160 acre tract of land at South Dos Palos, Fresno County, California.

(Signed) B. O. MILLER.

Subscribed and sworn to before me this 28th day of April, 1916.

[Notarial Seal]

(Signed) MAE L. GORDON,
Notary Public in and for the County of Los Angeles, State of California. [121]

State of California,
County of Los Angeles,—ss.

B. O. Miller, being first duly sworn, deposes and says that, on February 24th, 1915, he mailed to John McMillan, Boise, Idaho, by registered mail, a copy of the notice of rescission by F. F. Doane to the Los Angeles Trust and Savings Bank, a corporation of Los Angeles, California, rescinding the power of sale under Trust #1781, issued by said Los Angeles Trust and Savings Bank, covering the purchase by F. F. Doane from John McMillan, F. H. Parsons and H. N. Coffin, Trustees, of Boise, Idaho, of a certain 15,160 acre tract of land at South Dos Palos, Fresno County, California.

(Signed) B. O. MILLER.

Subscribed and sworn to before me this 28th day of April, 1916.

[Notarial Seal]

(Signed) MAE L. GORDON,

Notary Public in and for the County of Los Angeles, State of California. [122]

State of California,
County of Los Angeles,—ss.

B. O. Miller, being first duly sworn, deposes and says that, on February 24th, 1915, he mailed to H. F. Parsons, Boise, Idaho, by registered mail, a copy of the notice of rescission by F. F. Doane to the Los Angeles Trust and Savings Bank, a corporation of Los Angeles, California, rescinding the power of sale under Trust #1781, issued by said Los Angeles Trust and Savings Bank, covering the purchase by F. F. Doane from John McMillan, F. H. Parsons

and H. N. Coffin, Trustees, of Boise, Idaho, of a certain 15,160 acre tract of land at South Dos Palos, Fresno County, California.

(Signed) B. O. MILLER.

Subscribed and sworn to before me this 28th day of April, 1916.

[Notarial Seal]

(Signed) MAE L. GORDON,
Notary Public in and for the County of Los Angeles,
State of California. [123]

To Los Angeles Trust & Savings Bank, a corporation, H. N. Coffin, John McMillan, F. H. Parsons, and H. N. Coffin, John McMillan, and F. H. Parsons, as trustees and designated in the instrument hereinafter mentioned as payees therein, and to all persons whom this may concern:

Whereas, heretofore on the 25th day of February, 1913, there was conveyed to Los Angeles Trust & Savings Bank, a corporation, the following described property situate in Fresno County, State of California, particularly described as follows, to wit:

Sections ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Twenty (20), Twenty-two (22), Twenty-three (23), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27), the north half of section Twenty-eight (28), and all of sections thirty-four (34), Thirty-five (35), and Thirty-six (36) in Township Twelve (12) South, range Twelve (12) East, M. D. M.

Also Section One (1), the north half of the north-

east quarter, the north half of the northwest quarter; the south half of the southeast quarter and the southeast quarter of the southwest quarter of section Six (6); the south half of section eleven (11), all of Sections twelve (12), Fifteen (15), Sixteen (16), and Twenty-two (22), the southwest quarter of section Thirty-three (33), and all of section thirty-four (34), in Township Thirteen (13) South, range Twelve (12) east, M. D. M. [124]

Excepting therefrom a strip of land two hundred (200) feet in width, being One hundred (100) feet on each side of the center line of the Canal known as the San Joaquin and Kings River Canal and Irrigation Company's Outside Canal, as the same is or shall be finally located through and across Section twelve (12) and the north half of sections ten (10) and eleven (11) in township twelve (12) south, range twelve (12) East, viz.: Beginning at at a point on the Eastern boundary of the Southeast quarter of said section twelve (12); thence in a northwesterly direction, through said Section to a point on the western boundary of its northwest quarter; thence in a northwesterly direction through the north half of sections Nine (9), Ten (10) and Eleven (11) to a point in Section Nine (9) near the middle of the North boundary thereof; as conveyed to the said San Joaquin and Kings River Canal and Irrigation Company, a corporation, by Henry Miller et al., by deed recorded in Book 201, page 164 of Deeds, hereinbefore recited. Subject to reservations for rights of way mentioned in said Declaration of Trust.

And whereas said conveyance to said Los Angeles

Trust & Savings Bank is absolute in form and purports to convey to said Bank the absolute legal and equitable title to all of said property subject to the easements and rights of way therein mentioned, nevertheless said deed and grant was intended to convey said property to said Bank for the benefit of F. F. Doane, his heirs, legatees, devisees, administrators, executors, successors, [125] and assigns, and whose respective interests are as set forth in that certain instrument executed by the Los Angeles Trust & Savings Bank, H. N. Coffin, F. H. Parsons, trustees, and F. F. Doane, beneficiary, and John McMillan, dated August 12, 1914, and designated a Declaration of Trust purporting to secure the payment of \$379,000, and

Whereas, the said Los Angeles Trust & Savings Bank paid no consideration for said property and has no interest therein except as in said instrument designated a Declaration of Trust.

And Whereas, said real property above described is held by said Los Angeles Trust & Savings Bank as security for the payment to H. N. Coffin, John McMillan and F. H. Parsons, trustees, therein named as Payees, in the sum of \$379,000, with interest at the rate of six per cent per annum payable semi-annually, from March 1, 1913, and

Whereas, there has been paid to the said trustee all payments that are now due under the terms of said instrument, to wit: \$100,000 and interest, and

Whereas it is provided in said instrument to which reference is hereby made, and is made a part thereof, and in particular reference is made to the sixth par-

agraph thereof, whoch said paragraph six is in the words and figures following, to wit:

“Sixth: In the event that the said F. F. Doane shall fail to pay or cause to be paid to the Trustee sufficient moneys in accordance with the terms of this trust, to enable said Trustee to meet the payments due to the payees under this Trust at the times and in the amounts [126] hereinbefore set forth, then, on demand of said payees or assigns, and without demand by the said Trustee for the payment of any of said sums, the said Trustee shall sell the above granted property or such parts thereof as it shall deem necessary to sell to accomplish the objects of this trust, such demand for sale by the payees shall be deemed conclusive notice of an election to declare the whole amount of the principal purchase price and interest immediately payable, to which power of election the said F. F. Doane hereby agrees. Said sales shall be made as follows:

The said Trustee shall publish notice of the time and place of such sale with a description of the property to be sold, at least once a week for four successive weeks in some newspaper published in Los Angeles County, California, and may postpone such sale by public announcement at the time and place of sale so advertised, but such postponement shall not exceed ten days; and on the day of sale so advertised, or on the day to which such sale may be postponed, said Trustee may sell said property or any portion thereof at public auction at any place in Los Angeles, California, to the highest bidder for cash in lawful money, and the payees hereunder may purchase at

such sale. Such sale may be made by any officer of the Trustee authorized by it to conduct similar sales. Upon such sale said Trustee shall execute and deliver to the purchaser a deed to the property sold without any covenants, and from the proceeds shall pay: [127]

1st. Expense of such sale, and the compensation to the Trustees, in accordance with the terms hereinabove set forth;

2d. To the payees hereunder the amount unpaid on said purchase price, with accrued interest;

3d. The balance of such proceeds to the order of F. F. Doane.

In the event of sale of said property or any part thereof, and execution of a deed therefor under these trusts, then the recitals therein of any default in payments, publication of notice of sale, demand that sale should be made, postponement of sale, terms of sale, sale, purchaser, payment of purchase money, and of any other fact or facts affecting the regularity or validity of such sale, shall be conclusive proof of such matters and of all other facts recited therein against said F. F. Doane, and all other persons; and the receipt for the purchase money contained in such deed shall discharge the said purchaser from all obligation to see to the proper application of the purchase money. Every stipulation herein shall insure to the benefit of the successors and assigns of the respective parties hereto."

Now, therefore, the undersigned, F. F. Doane, for divers good causes and considerations has revoked,

countermanded, annulled, canceled, and made void, and by these presents does revoke, countermand, annul, cancel, and make void all of the [128] powers, authority and conditions set forth in said paragraph six of said instrument as aforesaid hereinbefore referred to, and hereby expressly revokes all authority of said trustee to sell all or any portion of the above described property.

IN WITNESS WHEREOF, I have hereunto set my hand this 23d day of February, one thousand nine hundred and fifteen.

(Signed) F. F. DOANE.

State of California,
County of Los Angeles,—ss.

On this 23 day of February, A. D., 1915, before me Mae L. Gordon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared F. F. Doane, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

[Notarial Seal]

(Signed) MAE L. GORDON,

Notary Public in and for said County and State of
California. [129]

The undersigned hereby approves and consents to the revocation as hereinabove set forth.

Dated this 23d day of February, 1915.

(Signed) W. I. HOLLINGSWORTH,
W. I. HOLLINGSWORTH AND COMPANY,
By W. I. HOLLINGSWORTH,
President.
By B. O. MILLER,
Secretary.

State of California,
City and County of San Francisco,—ss.

On this 25th day of February, in the year One Thousand Nine Hundred and Fifteen before me, M. V. Collins, a Notary Public in and for said City and County residing therein, duly commissioned and sworn, personally appeared W. I. Hollingsworth, known to me to be the person described in, whose name is subscribed to, and who executed the within and annexed instrument and he acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said City and County of San Francisco, the day and year above written.

[Notarial Seal]

(Signed) M. V. COLLINS,
Notary Public in and for the City and County of San Francisco, State of California. [130]

State of California,
City and County of San Francisco,—ss.

On this 25th day of February, in the year one thousand nine hundred and fifteen before me, M. V. Collins, a Notary Public in and for said City and County, residing therein, duly commissioned and

sworn, personally appeared W. I. Hollingsworth known to me to be the President of W. I. Hollingsworth and Company, the corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the corporation therein named, and he acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office, in the said City and County of San Francisco, the day and year in this certificate first above written.

[Notarial Seal]

(Signed) M. V. COLLINS,

Notary Public in and for the City and County of
San Francisco, State of California. [131]

State of California,

County of Los Angeles,—ss.

On this 23 day of February, A. D. 1915, before me, Mae L. Gordon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared B. O. Miller, known to me to be the Secretary of the W. I. Hollingsworth and Company, the corporation that executed the within instrument, known to me to be the person who executed the within instrument, on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

in this certificate first above written.

[Notarial Seal] (Signed) MAEL GORDON,
Notary Public in and for said County and State.
[132]

[Endorsed]: Return to W. I. Hollingsworth & Co.,
6th and Hill Sts., Los Angeles, Cal. (Index) 4211.
Abstract Co. N Indexed C Comparer — Copyist S
Compared G Paged — H. W. C. L. McP. Filed
for Record at the Request of W. I. Hollingsworth &
Co., March 1, A. D., 1915, at 40 min. past 1 o'clock
P. M. and Recorded in Vol. 31 of Miscellaneous pg.
283 et seq. Fresno County Records, R. N. Barstow,
County Recorder. By R. A. Fleshner, Deputy Re-
corder. 22/3.40. G. R. Freeman, Attorney at Law,
Corona National Bank Building, Phone Home 231,
Corona, California. A-51—Eq. U. S. Dist. Court,
So. Dist. Cal. No. Div. California Land Co., vs. F. F.
Doane. Deft's Exh. 2. Filed May 1, 1916. Wm.
M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy
Clerk. [133]

*In the United States District Court in and for the
District of California, Northern Division.*

A-51—EQUITY.

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Petition on Appeal and Assignment of Errors.
PETITION ON APPEAL TO THE CIRCUIT
COURT OF APPEALS AND ASSIGNMENT
OF ERRORS.

The above-named defendant, F. F. Doane, believing himself aggrieved by the final decree in the above-entitled cause, hereby appeals from said decree to the United States Circuit Court of Appeals for the Ninth Circuit, and prays that a transcript of such part of the record as the parties to this cause shall *be* praecipe duly indicate, together with the exhibits and evidence herein stated in cimple and condensed narrative form, so far as it relates to any of the claims on which error is predicated or any matter indicated by the defendant and also the judgment herein rendered, all duly authenticated, may be sent to the United States Circuit Court of Appeals for the Ninth Circuit, and that such other and further proceedings may be had which may be proper in the premises. [134]

And the defendant, F. F. Doane, hereby assigns the errors asserted and intended to be urged as follows:

1st. That the Court was in error in overruling the motion of the defendant to dismiss the action for want of jurisdiction based upon the ground that there was pending in the state court of California an action by the defendant herein against the predecessors in interest of the plaintiff herein; said motion being based upon the further ground that the corporation plaintiff herein was formed for the purpose of ousting said state court of jurisdiction to try the issues involved in this case, and for the purpose of cre-

ating a case cognizable with the United States District Court;

2d. That the Court was in error in declaring the declaration of trust, exhibit "A" attached to defendant's answer, to be a trust deed.

3d. The Court was in error in declaring that the defendant had no interest in said property as set forth in the decree or judgment herein.

WHEREFORE, the defendant, F. F. Doane, prays that said final decree of the District Court of the United States for the Southern District of California, Northern Division, sustaining the plaintiff's bill may be reversed and that said court may be ordered to enter a decree in accordance with the prayers in said answer dismissing said bill, or in such other form as to said Circuit Court of Appeals for the Ninth Circuit shall deem just.

Dated this 21 day of June, 1916.

F. F. DOANE.

By G. R. FREEMAN,

His Attorney. [135]

[Indorsed]: No. A-51—Equity. United States District Court, Southern District of California, Northern Division. California Land Co., Plaintiff and Appellee, vs. F. F. Doane, Defendant and Appellant. Petition on Appeal and Assignment of Errors. Filed Jun. 28, 1916. Wm. M. Van Dyke, Clerk. By Chas. N. Williams, Deputy Clerk. G. R. Freeman, Attorney at Law, Corona, California. [136]

*In the United States District Court in and for the
Southern District of California, Northern Division.*

A-51—EQUITY

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Order Allowing Appeal and Fixing Bond.

In the above-entitled cause, the defendant having filed his petition for order allowing appeal from the final decree of this court made and entered on the 15th day of May, 1916, in favor of the plaintiff herein as more fully set forth in said decree, together with his assignment of errors,

Now, on motion of G. R. Freeman, Esq., solicitor for the defendant, it is ordered that said appeal be and it is hereby allowed the defendant to the United States Circuit Court of Appeals for the Ninth Circuit from the final decree heretofore filed and entered as aforesaid, and the amount of the defendant's bond on said appeal be and the same is hereby fixed at the sum of \$300, the same to act as bond for costs upon said appeal.

(Signed) OSCAR A. TRIPPET. [137]

[Indorsed]: No. A-51—Equity. United States District Court, Southern District of California, Northern Division. California Land Co., Plaintiff &

Appellee, v. F. F. Doane, Defendant & Appellant.
Order Allowing Appeal and Fixing Amount of Bond.
Filed Jun. 28, 1916. Wm. M. Van Dyke, Clerk. By
Leslie S. Colyer, Deputy Clerk. G. R. Freeman, At-
torney at Law, Corona, California. Eq. O Bk—.
[138]

*In the United States District Court in and for the
Southern District of California, Northern Divi-
sion.*

A-51—EQUITY

CALIFORNIA LAND COMPANY,

Plaintiff and Appellee,

vs.

F. F. DOANE,

Defendant and Appellant.

Bond on Appeal.

KNOW ALL MEN BY THESE PRESENTS:
That we, F. F. Doane, of Los Angeles, County of Los
Angeles, State of California, as principal, and E. A.
Weber and B. O. Miller, of Los Angeles, County of
Los Angeles, State of California, as sureties, are held
and firmly bound unto California Land Company at
Boise City, Ada County, State of Idaho, in the full
and just sum of Three Hundred Dollars, to be paid to
the said California Land Company, its certain attor-
ney, executors, administrators, or assigns; to which
payment well and truly to be made we bind ourselves,
our heirs, executors, and administrators, jointly and
severally, by these presents.

Signed and sealed with our seals and dated this 23d day of June, one thousand nine hundred and sixteen.

Whereas, lately at a District Court of the United States for the Southern District of California, Northern Division, [139] in a suit in equity pending in said court between said California Land Company, and said F. F. Doane, a decree was entered against the said F. F. Doane and the said F. F. Doane having obtained an appeal to remove said cause to the United States Circuit Court of Appeals of the Ninth Circuit to reverse the decree in the aforesaid suit, and a citation directed to the said California Land Company, citing and admonishing it to be and appear in the United States Circuit Court of Appeals for the Ninth Circuit in the City of San Francisco, State of California, on the 23 day of June, 1916.

Now, the condition of the above obligation is such that if the said F. F. Doane shall prosecute its bill to effect and answer all damages and costs, if it fail to make its appeal good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) F. F. DOANE. (Seal)

(Signed) E. A. WEBER. (Seal)

(Signed) B. O. MILLER. (Seal)

United States of America,
State of California,
County of Los Angeles,—ss.

E. A. Weber and B. O. Miller, whose names are subscribed as sureties to the within bond, being severally duly sworn, each for himself, deposes and says: that he is a resident and freeholder and householder

in said Los Angeles County; that he is worth the amount for which he becomes surety on said bond, over [140] and above all debts and liabilities, in unencumbered property, situate within this State, exclusive of property exempt from execution and forced sale.

(Signed) E. A. WEBER.

(Signed) B. O. MILLER.

State of California,
County of Los Angeles,—ss.

On this 23d day of June, A. D., 1916, before me, Mae L. Gordon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared E. A. Weber and B. O. Miller, known to me to be the person whose name *are* subscribed to the within instrument, and acknowledged to me that *they* executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

[Notarial Seal] (Signed) MAEL GORDON,
Notary Public in and for said County and State of California. [141]

Approved: 6/27/16.

TRIPPET,
Judge.

[Endorsed]: No. A-51—Equity. United States District Court, Southern District of California, Northern Division. California Land Co., Plaintiff, Appellee, v. F. F. Doane, Defendant and Appellant. Bond on Appeal. Filed Jun. 28, 1916. Wm. M.

Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. G. R. Freeman, Attorney at Law, Corona, California. [142]

In the United States District Court in and for the Southern District of California, Northern Division.

A-51—EQUITY.

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Praeipie for Transcript.

The defendant, appellant, indicates the following as the portions of the record to be incorporated in the record on the transcript of appeal.

1. Bill of Complaint.
2. Answer.
3. Opinion of Court Sustaining Bill.
4. Final Decree.
5. Plaintiff's Exhibits as follows, "A," "B," "C," and "D."
6. Stipulation of Facts.
7. Petition on Appeal and Assignment of Errors.
8. Bond on Appeal.
9. Praeipie.
10. Citation on Appeal.
11. Defendant's Exhibits "1" and "2."

G R. FREEMAN,

Attorney for Defendant. [143]

[Indorsed]: No. A-51—Equity. United States District Court, Southern District of California, Northern Division. California Land Co., Plaintiff and Appellee, v. F. F. Doane, Defendant and Appellant. Praeipe. Filed Jun. 28, 1916. Wm. M. Van Dyke, Clerk. By Leslie S. Colyer, Deputy Clerk. G. R. Freeman, Attorney at Law, Corona, California. [144]

In the District Court of the United States of America, in and for the Southern District of California, Northern Division.

No. A-51—EQUITY.

CALIFORNIA LAND COMPANY,

Plaintiff,

vs.

F. F. DOANE,

Defendant.

Clerk's Certificate to Transcript on Appeal.

I, Wm. M. Van Dyke, Clerk of the District Court of the United States of America, in and for the Southern District of California, DO HEREBY CERTIFY the foregoing one hundred forty-four typewritten pages, numbered from 1 to 144 inclusive, and comprised in one volume, to be a full, true and correct copy of the Judgment-roll, Stipulation as to Facts, Conclusions of the Court on Final Hearing, Plaintiffs Exhibits "A," "B," "C" and "D," Defendants Exhibits 1 and 2, Petition on Appeal and Assignment of Errors, Order Allowing Appeal and Fixing Bond, Bond on Appeal, and Praeipe for

Transcript of the Record in the above and therein numbered cause, and that the same together [145] constitute the record in said cause, as specified in the said Praecipe filed in my office on behalf of Appellant by his attorney of record.

I further certify that the cost of the foregoing transcript of record on appeal is \$57.40, the amount whereof has been paid me by F. F. Doane, the appellant herein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the District Court of the United States of America, in and for the Southern District of California, Northern Division, on this 23d day of August, in the year of our Lord one thousand nine hundred and sixteen, and of our Independence the one hundred and forty-first.

[Seal]

WM. M. VAN DYKE,

Clerk of the District Court of the United States of America, in and for the Southern District of California.

By Leslie S. Colyer,
Deputy Clerk.

[Ten Cent Internal Revenue Stamp. Canceled
8/23/16. L. S. C.] [146]

[Endorsed]: No. 2854. United States Circuit Court of Appeals for the Ninth Circuit. F. F. Doane, Appellant, vs. California Land Company, a Corporation, Appellee. Transcript of Record.

Upon Appeal from the United States District Court
for the Southern District of California, Northern
Division.

Filed August 31, 1916.

F. D. MONCKTON,
Clerk of the United States Circuit Court of Appeals
for the Ninth Circuit.

By Paul P. O'Brien,
Deputy Clerk.

*In the United States Circuit Court of Appeals for
the Ninth Circuit.*

(No. A-51—EQ. N. D.)

F. F. DOANE,

Appellant,

vs.

CALIFORNIA LAND COMPANY,

Appellee.

**Order Extending Time to September 1, 1916, to File
Record.**

Good cause appearing therefor, it is hereby ordered that the time for filing the record and docketing the cause in the United States Circuit Court of Appeals in the above-entitled cause be extended to and including the 1st day of September, 1916.

Los Angeles, July 27, 1916.

TRIPPET,
District Judge.

[Endorsed]: (No. A-51—Eq. N. D.) United
States Circuit Court of Appeals for the Ninth Cir-
cuit. F. F. Doane, Appellant, vs. California Land

Company, Appellee. Order Extending Time to File Record, etc.

No. 2854. United States Circuit Court of Appeals for the Ninth Circuit. Order Under Rule 16 Enlarging Time to September 1, 1916, to File Record thereof and to Docket Case. Filed Jul. 29, 1916. F. D. Monckton, Clerk. Refiled Aug. 31, 1916. F. D. Monckton, Clerk.

